

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

RELATIONS COMMISSION

* * * * *
* In the Matter of the Stipulation of *
* SCHOOL DISTRICT OF WAUPUN *
* and *
* WAUPUN EDUCATION ASSOCIATION *
* To Initiate Mediation-Arbitration *
* Between Said Parties *
* * * * *

Case XIX
No. 32117
MED/ARB 2408
Dec. No. 21862-A

I. APPEARANCES

On Behalf of the Association: Gary L. Miller
Uniserv Director

On Behalf of the District: Mark L. Olson, Attorney-at-Law
Mulcahy and Wherry, S.C.

II. BACKGROUND

On April 18 and May 9, 1983, the Parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement. Thereafter, the Parties met on five occasions in efforts to reach an accord on a new collective bargaining agreement. On August 29, 1983, the Association and the District filed a joint stipulation requesting that the Commission initiate Mediation-Arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. Despite both Parties having filed petitions for declaratory ruling, they agreed to meet, and on October 18, 1983, November 7, 1983, and December 1, 1983, a member of the Commission's staff, conducted an investigation. The Parties were unable to resolve all of the issues in the pending petitions for declaratory ruling and the investigation was held in abeyance until May 23, 1984, when the Parties agreed to proceed with the investigation in spite of the pending declaratory ruling. On May 23, 1984, an investigation was conducted which reflected that the parties were deadlocked in their negotiations, and by July 10, 1984, the Parties submitted to said Investigator their final offers, as well as a stipulation on matters agreed upon. On July 11, 1984, the Investigator notified the Parties that the investigation was closed and the Investigator has advised the Commission that the Parties remain at impasse.

On July 20, 1984, the Parties were ordered by the Commission to select a Mediator/Arbitrator. The Commission appointed the undersigned as Mediator/Arbitrator on August 2, 1984. The Arbitrator was notified of his selection on the same date.

On October 3, 1984, the Mediator/Arbitrator met with the Parties in an attempt to resolve the outstanding issues. Several issues contained in the final offers were disposed of; however, arbitration was necessary on others.

The Mediator/Arbitrator then served notice of his intent to resolve the dispute by final and binding arbitration. The Parties waived their respective rights of written notice of such intent and the right to withdraw their final offers as extended by the

statute. The Mediator/Arbitrator then conducted an arbitration hearing and received evidence. The Parties agreed to present arguments in written form and reserved the right to submit reply briefs. Principal briefs were, after requests for postponements, due December 14, 1984. Reply briefs were due January 4, 1985. Based on a review of the evidence, the arguments and the criteria set forth in Section 111.70(4)(cm) Wis. Stats., the Mediator/Arbitrator renders the following award.

III. FINAL OFFERS AND ISSUES

The District's final offers are attached as Appendix A. The Association's offer is attached as Appendix B. The original stipulation/tentative agreements are attached as Appendix C.

As can be seen from Appendix A and B, several issues were resolved during mediation and it was agreed to treat them as part of the stipulation/tentative agreement. These issues related to dental insurance, Article VII, 7C, extra compensation, term of the agreement, negotiation procedure, extra-curricular pay schedule and sixth class pay.

There were remaining issues in the following areas:

- (A) Salary Schedule
- (B) Layoff and Recall Language
- (C) Health Insurance

A. SALARY SCHEDULE

The Board's offer reflects a proposed salary schedule for 1983 (effective July 1, 1983) with a \$14,000 base; for 1984 a \$15,000 base. They propose no changes in the structure of the schedule which has nine "years of training" steps.¹ The schedule also has 17 "years of experience" lanes (0-16). Their schedule also provides \$355 for those teachers at Step 15 and in the MA lanes at Step 19.

The Association's offer reflects a proposed BA base of \$13,960. They also propose some structure changes to the schedule. They propose to reduce the number of "years of experience" lanes or steps from 17 to 16 (0 to 15) for those brackets formerly having 17 steps (F-J). They would do this by combining steps 15 and 16 in one step, Step 15, and raising the increment between step 14 and 15 to 4%, whereas it was a 2% increment before. They also proposed to increase all step increments which equalled 4% under the old salary structure to 4.25% for 1984. They propose to increase the BA base to \$15,000.

B. LAYOFF LANGUAGE

The Board proposes no change in the layoff and recall language. Article XIII, Section 1,a.(2) of the predecessor contract reads as follows:

- "a. Procedure: The Board will first determine the number of teachers to be laid off and then, in consultation with the District Administrator and such other administrators as may be appropriate, will determine the individual teachers to be laid off in accordance with the following steps:

1. They are with core designations Bachelors (D), Bachelors + 9 credits (Da), Bachelors + 20 credits (Db), Half Masters (E), General Masters (F), Masters (G), Masters + 15 credits (H), Masters + 30 credits (I), and PhD (J).

- 1) Normal attrition resulting from teachers retiring or resigning will be relied upon to the extent it is administratively feasible.
- 2) The remaining teachers to be laid off will be selected by the Board taking into account the following factors in the following order:
 - a) the (sic) teacher's seniority in his area of certification in the District as defined in this Agreement;
 - b) The teacher's area of certification and academic training;
 - c) The teacher's past and potential contribution to the educational and extracurricular programs of the District, including the ability and performance of the teachers as evidenced by evaluations."

The Association proposes to revise Article XIII, Section 1, a.(2) by deleting the former language and substituting the following:

"Revise Article XIII, 1,a.(2). Lay Off and Recall as follows:

"Amend subsection by deleting it in its entirety and substituting the following therefor:

- "(2) The remaining teachers to be laid off will be selected by the Board according to the teacher's seniority in his/her area of certification in the District as defined in this Agreement. In cases where two or more teachers have equal seniority, the Board shall take the following ordered factors into consideration when arriving at a just cause decision as to who shall be laid off.
- "a) The teacher's area of certification and academic training;
- "b) If certification and academic training are equal, the teacher's past and potential contribution to the educational and extracurricular programs of the District, including the ability and performance of the teachers as evidenced by evaluations shall be considered."

C. HEALTH INSURANCE

The Association proposes no change in health insurance language.

The Board proposed to revise Article VII, Section 4(a). Article VII, Section 4(a) in the former contract read as follows:

- "a. Health Insurance: Each single person shall be eligible for single coverage and each head-of-family shall be eligible for family coverage of hospital-surgical-major medical and out-patient insurance. Beginning January 1, 1978, the full premium of such insurance coverage, will be paid by the Board of Education. (Head of family to be defined as married men or women, or widowed or single or divorced men or women with dependent children). This insurance shall be optional by employee and such insurance benefit will be prorated according to length of service with 190 day contract earning twelve (12) months coverage. Coverage

shall be at least equal to that as outlined in W.E.A. Trust Policy #690 Health and #253 Prescription Drug Program as of this date. Insurance coverage may be extended to those on leaves of absence if requested and the premium paid in advance.

"Board retains the right to change insurance carriers if equal coverage can be provided.

"Should an employee become eligible for Medicare or Medicaid while in the employment of the district, the employee in question shall enroll in the appropriate Medicare extended health plan. The district shall provide supplementary Medicare coverage for such an employee not eligible for Medicare or Medicaid, provided such coverage is available through the carrier."

The Board's proposed revision reads as follows:

"a. Health Insurance: Each single person shall be eligible for single coverage and each head-of-family shall be eligible for family coverage of hospital-surgical-major medical and out-patient insurance. Effective July 1, 1983, the District will contribute up to \$170.58 per month family and up to \$65.12 per month single, which dollar amounts represent the full premium. Effective July 1, 1984, the District will contribute up to \$177.62 per month family and up to \$69.08 per month single, which dollar amounts represent the full premium. (Head of family is to be defined as married men or women, or widowed or single or divorced men or women with dependent children.) This insurance shall be optional by employee and such insurance benefit will be prorated according to length of service with 190 day contract earning twelve (12) months coverage. Coverage shall be at least equal to that as outlined in W.E.A. Trust Policy #690 Health and #253 Prescription Drug Program as of January 1, 1978. Insurance coverage may be extended to those on leaves of absence if requested and the premium paid in advance."

They propose no change in paragraph two or three of Section 4(a).

D. ANCILLARY ISSUES

There is an ancillary issue involving comparable districts. There is sharp disagreement over which districts are appropriately comparable. The Parties each present extensive argument on this issue. These arguments will be detailed later.

The Association relies on the schools in the Little Ten Athletic Conference. In addition to Waupun, they are:

Beaver Dam
Hartford UHS
Oconomowoc
Watertown
West Bend

The district relies on a total of 21 schools from the four county area of Green Lake, Dodge, Fond du Lac, and Washington counties. Of these groups, they believe there are two tiers of compatibility, thus, they divide them into primary and secondary compatibility groups. They are:

Primary

Beaver Dam
Berlin
Campbellsport
Columbus
Dodgeland
Green Lake
Horicon
Hustisford
Lomira
Markesan
Mayville
North Fond du Lac
Oakfield
Ripon
Rosendale

Secondary

Hartford UHS
West Bend
Watertown
Slinger
Kewaskum
Fond du Lac

IV. ARGUMENTS OF THE PARTIES

The following represents only a summary of the extensively made and documented arguments presented by both parties in their briefs and reply briefs.

A. COMPARABLE DISTRICTS

1. The Association

Based on their analysis of arbitration decisions on the question of compatibility, the Association suggests that municipalities can be deemed comparable where they are substantially equal in the following areas: population, geographic proximity, mean income of employed persons, overall municipal budget, total complement of relevant department personnel, and wages and fringe benefits paid such personnel. In addition to these criteria, the Association believes it is well documented that Arbitrators have generally recognized the importance of Athletic Conferences as a basis for determining comparability. They believe the Athletic Conference to be relevant since the Wisconsin Interscholastic Athletic Association establishes Athletic Conferences on the basis of geographical location and similarity in student body, high school size, and athletic competitiveness. Moreover, they assert there is no evidence in the record established at either the hearing or in post-hearing evidentiary submissions that the school districts who are members of the Wisconsin Little Ten Athletic Conference have been mismatched or illogically grouped by the Wisconsin Interscholastic Athletic Conference. Thus, they contend that the Athletic Conference is the appropriate comparable group.

Another reason the Association believes that the Athletic Conference schools should be utilized, is because the District believes that they, with the exception of Oconomowoc, are also comparable. Thus, since the Parties in the instant case have submitted extensive data with respect to five out of six conference school districts, the Arbitrator should focus his attention on the Athletic Conference Schools which both Parties are in agreement are comparable to Waupun. In addition, the inclusion of Oconomowoc in the total comparability grouping would round out the basis of comparability and give the Arbitrator substantial evidence upon which to make a decision.

The next reason advanced by the Association for utilizing the Athletic Conference as the comparable pool is because for the 1982-83 contract, the Board accepted the Athletic Conference comparables proposed by the Association to establish extra-curricular salaries. Further, they point out that the Association historically has submitted data during bargaining relative to conference school districts. The Board has not rejected those attempts at comparison in the past.

Last, they contend there is no need to expand comparables for the analysis of the final offers in the instant case since there is a sufficient contemporary settlement pattern within the Wisconsin Little Ten Athletic Conference. In this connection, they note that all conference school districts are settled for 1983-85 except Waupun. Therefore, in their opinion, there is no need to expand comparables in the instant case due to the extent of settlements within the Wisconsin Little Ten Athletic Conference.

2. The District

The District believes for a variety of reasons, that the Association's pool of comparable schools is too narrow to offer a suitable universe within which the Parties offers can be justly evaluated.

First, they believe case law requires that the Arbitrator apply a broader standard of comparability. They cite several cases by different Arbitrators in which they felt it appropriate to go beyond the Athletic Conference to include similar size schools within the same geographic area. In one case, an Arbitrator felt this was necessary because of the small number of settlements (4) in the Athletic Conference. Thus, based on this, they contend that the District's selection tends to balance, within a reasonable geographic proximity and size, the districts selected for comparability. On the other hand, they suggest the narrow view afforded by the Association's selection cannot be found, by any method of analysis, to provide the Arbitrator with enough information for a reasoned consideration of the issues at hand.

Second, they believe that the Athletic Conference should not be given undue reliance for two reasons; one general and one specific. In general, they note Arbitrators have found Athletic Conference comparable pools to be pertinent only when the Parties have: (1) mutually agreed upon the selection, or (2) when it is not reasonable to accept an alternative set of comparables. More specifically, they draw attention to the fact that Arbitrators in the other Little Ten Athletic Conference schools, have resisted relying on only Athletic Conference Schools and have utilized schools of similar size in the immediate geographic area. In this connection, they note three awards in the West Bend School District which did not limit comparisons to Athletic Conference Schools and instead relied on other geographically proximate districts.

Reference is also made to a decision involving Hartford UHS in which little weight was given to Beaver Dam or Waupun. Instead, the Arbitrator gave weight to districts more influenced by the Milwaukee metropolitan region which included Oconomowoc and West Bend. Another decision involving Watertown, by the same Arbitrator as in the Hartford case, again gave only secondary weight to Waupun and primary weight to Watertown, Oconomowoc, Beaver Dam, Hartford and West Bend, among others.

Based on their analysis of these awards, they suggest it is clear that arbitral thought dictates that Waupun is more rural and distant from the Milwaukee metropolitan area and therefore not influenced by the Milwaukee metropolitan economy. Therefore, they maintain that reliance on the Association's comparable pool is inappropriate inasmuch as it is decidedly weighted in favor of larger districts close to and influenced by the Milwaukee metropolitan economic center. In fact, they point out that no other district in the Athletic Conference utilizes the Athletic Conference as a sole and exclusive comparable grouping and thus, this theory has been rejected.

The third reason, in the opinion of the District, that reliance on the Athletic Conference is inappropriate, is that the dispute between the Parties relative to the layoff clause and the health insurance contract language, demands a broader comparable

pool if the Arbitrator is to form an opinion based on the criteria under the law. Therefore, in their opinion the breadth of the District's selection of comparables is dictated by the broader fringe benefit issues raised in the final offers of the Parties.

On the other hand, the District believes their comparability group to be more appropriate because the population growth and per capita income statistics presented by the Board, supports the various Arbitrators' findings which differentiate in the selection of comparables based on proximity to the urban center. For instance, they cite statistics which show that in the period of time from 1973 to 1981, Fond du Lac county has experienced a population growth of 3.16%, Dodge county 5.88% and Green Lake county 7.79%. By way of contrast, Washington county has experienced a veritable population explosion, growing at a rate of 20.83%. Similarly, Waukesha county has increased population by 14.10%. Fond du Lac, Dodge and Green Lake counties are much closer to the growth norm in Wisconsin of 4.35%. The districts in Washington and Waukesha counties, namely Hartford UHS, West Bend, Oconomowoc, Slinger and Kewaskum must be singled out as "high growth" areas. This argument is further supported by the per capita adjusted gross income for the counties in question. Dodge county, Fond du Lac county and Green Lake county all fall within a very narrow range from \$6,000 to nearly \$6,600 adjusted gross income per year. By way of contrast, Washington County has per capita adjusted gross income of nearly \$7,800 per person or 118% in excess of the Dodge county figure. Waukesha county at \$9,570 is 145% in excess of Dodge county. It is notable that Dodge, Fond du Lac and Green Lake counties all reflect income figures substantially less than the statewide average of \$7,000 in adjusted gross income. Milwaukee county with \$7,976 in per capita income exceeds the Dodge county income by 121%.

The information presented relative to Washington, Waukesha and Milwaukee counties relative to per capita adjusted gross income could not be clearer relative to the economic wealth of that area. It is obvious, therefore, that the economic influence of the Milwaukee urban area extends to districts within Washington, and Waukesha counties and not to the districts in Dodge, Fond du Lac or Green Lake counties.

They also believe that their group fits the size and proximity factors. They note that five districts are of similar size with pupil populations ranging from 1,500 to 2,500 students: Kewaskum, Berlin, Hartford UHS, Ripon and Slinger. Of those remaining districts in the Board's selection, six are contiguous: Columbus, Horicon, Markesan, Rosendale, Oakfield and Mayville and must be given weight regardless of size. The remaining six districts, Campbellsport, Dodgeville, Green Lake, Hustisford, Lomira, and North Fond du Lac, are included to provide a complete picture of comparative benefits within reasonable geographic proximity and to avoid a "patchwork" geographic distribution of comparable districts.

The District also divides their comparable group into two tiers. Hartford, West Bend, and Watertown are placed in the secondary pool since: (1) they have been found to be in their arbitrations, parts of dissimilar comparable pools, and (2) since they are influenced by the Milwaukee Metropolitan region. Kewaskum and Slinger are pooled in the second tier because they lie in Washington county, which is generally, in their opinion, under the influence of Milwaukee. Fond du Lac is in the second tier because of its size.

B. SALARY SCHEDULE

1. Association

The Association first argues that their offer is more reasonable because it maintains the historical ranking with respect to the historical presentation of benchmarks from 1977-78 through the 1983-85 period in question, in the instant case. They also note that although in some previous years, the rankings at various benchmark levels showed the Association in a position better than the period in question. The rankings have bottomed out and show that the Waupun School District benchmarks from 1982-83 have been in last place in the conference. They also argue that while the Board's final offer maintains the historical ranking of the selected benchmarks, the Board's sixth place ranking is, in reality, a lower sixth place ranking than the Association's, and causes a further deterioration of Waupun teacher salaries within the comparable grouping.

Next, they argue that their offer is supported by the fact that the Association's final offer more closely reflects the settlement pattern within the conference with respect to average dollars per returning teacher. They present detailed data showing the average increase per returning teacher in 1983-84 and 1984-85. The following is a summary of their data:

AVERAGE PER TEACHER INCREASE
IN THE ATHLETIC CONFERENCE

	1983-84	1984-85
Average	1689	1927
Association	1700 (+ 11)	1907 (- 20)
Board	1478 (-222)	1798 (-129)

They suggest this data shows how close the Association's offer is to the current settlement pattern with respect to average dollar increase per returning teacher in the conference. Accordingly, they believe the Association, in proposing its final offer, is not attempting to "catch up" as much as it is trying to "keep up" with the settlement pattern within the conference and salaries paid colleagues in the conference. On the other hand, to accept the Board's offer with respect to the average dollar increase per returning teacher on salary, would be a substantial backward step. Even with the total two year average salary and longevity dollar increase of \$3,607 per returning teacher proposed by the Association, the rankings in all benchmark areas as noted above, would still remain in last place within the conference.

The Association's third argument relates to the historical wage erosion they believe the teachers have experienced. They present Exhibit 43 which they believe shows, in general, a steady benchmark wage erosion from the 1980-81 contract year through the 1983-84 contract year, which is the first year of the current dispute. More specifically, it shows that wage erosion occurs in all benchmark categories for the period described except in the MA Maximum. They detail the "slowdown" impact their offer has against this erosion in 1983-84, and the minimal improvement resulting from their 1984-85 offer. On the other hand, they contend that the Board's final offer salary proposal continues the steady wage erosion in the following areas: BA 7th, BA Max, MA 10th, MA Max, and Schedule Max in 1983-84 and 1984-85.

The Association next argues that the benchmark dollar increases contained in the Association's final offer salary schedules best reflects actual dollar increases in the Athletic Conference settlements over the 1983-85 period. This argument is based on data summaries below:

Category	<u>Differences from Average</u>					
	<u>1983-84</u>		<u>1984-85</u>		<u>Combination of</u> <u>83/84 & 84/85</u>	
	<u>Board</u>	<u>Assoc.</u>	<u>Board</u>	<u>Assoc.</u>	<u>Board</u>	<u>Assoc.</u>
BA Min	-370	-410	+ 45	+ 85	-325	-325
BA 7th	-367	-243	+ 40	+ 73	-327	-170
BA Max	-403	- 79	- 33	+ 56	-436	- 23
MA Min	-367	-421	+ 4	+ 49	-372	-372
MA 10th	-478	-255	- 23	+ 58	-501	-197
MA Max	-259	-160	- 33	+ 73	-292	+233
Sched. Max	-482	- 66	-104	+ 4	-586	- 62

They emphasize that by analyzing the combination of differences over the two year period, one can clearly see that the Association's offer over the two years, with respect to benchmark dollar increases, best reflects the actual dollar increases received by teachers in other conference school districts.

The Association also presents arguments and evidence to demonstrate the need to raise all experience increments to 4.25% and to reduce the number of steps at salary schedule training lanes F, G, H, I, and J by one step. To do so, they took each training lane in each comparable district salary schedule and determined the average dollar experience increment. Having that figure in hand, they then determined the average percentage of the BA base reflected by this average dollar experience increment. The average salary schedule dollar experience increment in the conference is \$734 compared to an average of \$657 under the Association offer (-77 less than the average) and an average of \$601 under the Board offer (-133 less than the average). They contend that these figures show with revealing clarity again how the Association's final offer more closely matches the settlement pattern in comparable districts. Conversely, the Board's final offer further fosters a deterioration of Waupun teachers' salaries due to a very low total average salary schedule dollar experience increment value. When they analyze average experience increments expressed as a percent of the base they believe a similar result occurs. The average experience increment is 4.64% in the conference compared to 4.38% (-0.26% difference) under the Association's offer and 4.0% (-0.64%) under the Board's offer.

The Association also believes that their proposal to combine steps 15 and 16 at 2% increments each, into one 4% step (step 15), is supported by the comparables. This is because the most frequently occurring number of steps in the Masters lane is 14, two less than the number of steps proposed by the Association. Thus, it takes teachers in those districts less experience time to reach maximum salaries in these categories. Association Exhibits show that even with the substantial number of steps in the Waupun salary schedule, Waupun maximum salaries on the Masters-In-Field category and above rank at the bottom of the comparability grouping. If the Board's final offer is selected, teachers at maximum levels on the Masters-In-Field category and above on the salary schedule will continue to suffer wage erosion compared to colleagues in comparable districts. This justifies the reduction of the number of steps on the Masters-In-Field category and above on the Waupun salary schedule, coupled with a 4.25% experience increment, because it is necessary to prevent Waupun teachers' salaries from further deteriorating beyond reason.

2. The District

The District's analysis of the final offers is based on the schools they believe to be comparable. They provide a comparative analysis both for their "primary" comparable group and "all schools," which includes the schools they believe to be only secondarily comparable. Only their analysis relative to the primary schools will be summarized here.

The first argument they offer for their position, is to contend that the Board's offer is more reasonable because it maintains the District's relative rank order position. They offer the following data:

RANK ORDER COMPARISONS

<u>Comparables</u>	<u>1982-83</u>	<u>Benchmark Positions</u>	
		<u>1983-84</u>	
		<u>Board</u>	<u>Assn.</u>
BA Base	2	2	2
BA Maximum	3	4	3
MA Minimum	3	3	5
MA Maximum	3	2	2
Schedule Maximum	2	2	2

Based on this data they also note the Association's offer in 1983-84 affords considerable loss of rank order at the Master's degree minimum and furthermore, does not improve the position of the Waupun teachers despite the significant redistribution of monies to the bottom of the salary schedule. Due to the lack of available settlement data for 1984-85, no reliable rank order analysis may be provided.

The District also contends that the Board's offer retains the Waupun teacher salaries in a position significantly above average. An examination of the average paid among the primary comparable grouping, as well as the average for all schools utilized in the Board selection of comparables, reveals that in each and every benchmark position the Board's offer yields a salary well above the appropriate averages. This is based on the following table:

		<u>Average</u>	<u>Waupun</u>	<u>Board</u>	<u>Assoc.</u>
<u>BA Base</u>	82-83	12,911	13,697	----	----
	83-84	13,697	----	14,000	13,960
<u>BA Max</u>	82-83	18,784	20,155	----	----
	83-84	19,926	----	21,355	21,679
<u>MA Base</u>	82-83	19,424	20,155	----	----
	83-84	20,632	----	21,355	21,679
<u>MA Max</u>	82-83	22,517	23,455	----	----
	83-84	23,934	----	24,855	25,274
<u>Schedule Max</u>	82-83	23,423	24,775	----	----
	83-84	25,054	----	26,255	26,670

They also analyze the dollar and percentage differential between Waupun and the comparables. They contend this comparison maintains the same substantive advantage in 1983-84 as was enjoyed in 1982-83 by Waupun teachers. With respect to the Association's addition of 0.25% on the step, they assert that its impact is evident. As a result of "flushing" available salary dollars to the

bottom of the salary schedule, the BA base and the MA minimum salary suffer considerably vis-a-vis the average salaries paid in comparable school districts. The Association's offer at the BA Maximum and MA Maximum requires an increase in the Waupun salaries relationship to the average to nearly double in 1983-84. The Association has not presented evidence which would demand salaries so far in excess of the averages paid among an appropriate selection of comparable districts.

On a total wage and total package basis, the Board believes their offer to be preferable as well. They offer the following:

	Average		Board		Association	
	Wages	Total	Wages	Total	Wages	Total
1983-84	7.12%	8.31%	7.6%	8.75%	8.76%	9.8%
1984-85	7.8 %	8.38%	8.6%	8.5 %	9.0 %	8.8%

Based on this data, they argue that the Board's offer exceeds the wages only and total compensation average settlements in the primary group in 1983-84 by 0.48% and 0.39% respectively. In 1983-84, the Board's offer is nearly identical to the average of the all schools grouping. It is also obvious from this exercise, that in 1983-84, the Association's offer exceeds the primary schools settlement average by 1.5% on both the wages only and total impact. The WEA's offer in 1983-84, exceeds the settlement among the all schools grouping by 1.1% wages only and 1.2% total impact. For 1984-85, the difference is more significant. (As noted above, we use the all schools grouping due to the small number of settled districts for 1984-85.) The Association's excessive wage offer in 1984-85 is 1.2% above the average wage increase for comparable schools and 0.5% over the total compensation increase. The Board's offer, on the other hand, is 0.8% above the average wages only and 0.12% over the average total impact settlements. These average settlement figures clearly support the District's position that the excessive wage offer of the Union is unnecessary to maintain the District's competitive posture.

The next argument offered by the District relates to the cost of living. They maintain that the Board's offer exceeds relevant increases in the cost of living. Moreover, they note the U.S. city average for urban wage earners and clerical workers increased at an annual rate of 2.4% at the end of August, 1983. This may be compared to the Board's offer for 1983-84 of 8.7% package total. The increase from August, 1983, to August, 1984, in the same index was 3.6%. This may be contrasted with the Board's total package offer of 8.5% for 1984-85. Obviously, the Board's offer for both years of the agreement far exceeds the increases in inflation for the pertinent period of time. The Association's offer at 9.8% in 1983-84, and 8.8% in 1984-85, significantly exceeds these rates of inflation. In view of the cumulative increases in inflation as measured by the Consumer Price Index, the Employer's offer herein provides a significant improvement in the economic position and well being of Waupun teachers over the term of the new two year agreement.

2. For 1984-85 includes "all schools" average as the Board believes there to be insufficient data in primary group average.

In support of their package, the Board also believes it is more reasonable in light of the very modest increases in the city and county. They offer the following summary of those settlements:

	1983	1984	1985
City of Waupun	3.00-4.00%	3.00-4.50%	3.00-4.50%
Dodge County	1.18-4.50%	2.90-3.00%	not settled
Green Lake County	\$ 25-45/mo.	2.75-3.00%	4.00%
Fond du Lac County	5.00-5.50%	2.50-3.00%	not settled
Washington County	5.00-7.00%	4.00-5.00%	4.00%

Moreover, in their opinion, since the negotiated base salary increases under either offer so far exceeds the negotiated salary settlements in the other municipal units, the additional salary monies and the improved step increments as required by the Association's offer are unwarranted and excessive.

With respect to the Association's proposal to revise the salary structure, the Board notes that the Association bears the burden of proof relative to what they term a drastic alteration to the salary structure. They do not believe the Association has sustained the need for such an alteration, since the District has proven unequivocally that the current salary structure for Waupun teachers is fair and reasonable. It is so, because it maintains the relative rank position of these employees. Moreover, based on their analysis of several arbitration awards they suggest that arbitral authority clearly favors maintenance of the status quo, absent mutual agreement for change.

They put forth other reasons why the structure should not be changed. They believe their analysis has established that adoption of the Association's offer would lower the rank order position of the District on the BA Base and MA Minimum. This may very well jeopardize the District's ability to attract competent and qualified applicants for service in the district. They note too, that Arbitrators in the past have rejected financial offers which jeopardize the Employer's market position. They cite Arbitrator Sharon Imes, Cochrane-Fountain City Community School District, Dec. No. 19771, (1/83).

Last, in terms of rebuttal, the Board asserts that the study submitted by the Association relative to teacher pay is irrelevant in the instant proceeding. First, they cite Stevens Point Area School District, Dec. No. 21079-A (5/84), in which the Arbitrator gave no weight to such a study. Secondly, they point out that the Association's proposed redistribution of available salary dollars to provide greater emphasis on the maximum salaries, runs completely contrary to numerous studies cited by the Association which clearly favors a higher starting salary and a lower differential between the minimum and maximum salaries.

C. LAYOFF AND RECALL LANGUAGE

1. Association

The Association first argues that their offer on layoff is more reasonable, because it reflects the need identified in the "Hankes" layoff case for seniority based layoff, and because it will best correct future difficulties associated with layoffs as administered by the district. The "Hankes" case is a reference to a layoff involving Theodore Hankes in 1982. In discussing the Hankes case, they note as background that it involved the status quo language, which when bargained in 1979-81, resulted in, in the opinion of the

Association, on seniority based layoff procedure. The Hanks grievance was the first layoff under the new language. They note too, that during this period, the District did not notify the Association of any other interpretation of the layoff procedure.

Against this background the Association believes new layoff language is needed because the District's actions in the Hanks layoff case casts considerable doubt on the ability of Management to act reasonably, objectively, and professionally in future layoff cases. In this regard, they draw attention to the fact that during the handling of the Hanks grievance (prior to arbitration), the District only maintained that Schmidt (the retained employee) was senior to Hanks. However, at the hearing, the District offered evidence relative to Hanks versus Schmidt which involved what the Association terms "subjective comparative layoff criteria." Their argument implies this is evidence that the District cannot act reasonably.

Another factor leading to their proposal is the fact that although Arbitrator Fleischli's decision favored the Association's position in the Hanks case (WERC A/P M-83-123), his interpretation caused the status of seniority based layoffs in the district to be placed in a state of serious jeopardy. In this connection, they cite Superintendent Thompson's hearing testimony in the instant hearing regarding the role of seniority in layoffs which furthers the fears of the Association and its membership. When asked whether a ten-year veteran teacher could be laid off under the District's interpretation of Article XIII, Section 1, he stated: "Yes, but not likely." Mr. Thompson did not provide any additional information and data at the hearing on how a ten-year veteran could be laid off before a less senior teacher. He introduced no specifics with respect to the procedure that School District Administrators would use to effect layoffs in the future. He left the issue of teacher job security in serious doubt. Thus, the switch by the District away from a seniority based layoff in the Hanks case plus the very nebulous testimony by Mr. Thompson at the arbitration hearing in the instant case, has caused a high level of distrust on the part of the Association and its membership, of the District and its administrative staff.

Accordingly, events surrounding the Hanks layoff case show the need for a seniority based layoff procedure within the Waupun School District. If non-seniority based layoff is allowed to be the standard applied within the Waupun District, then job security would be non-existent. Therefore, the Association's proposal in this regard is aimed at restoring that status by specifying that the teachers seniority in his or her area of certification in the District will be the criterion for layoff. Only where these teachers have equal seniority, may the District proceed onto the use of the teacher certification academic training and subjective evaluations. The reinsertion of the seniority tie breaker language in the layoff procedure will place the status of layoffs within the District back under the parameters of the decision of the Kerkman arbitration panel in the Patrick Braun grievance (which was prior to the change to the status quo language considered by Arbitrator Fleischli).

Their next argument in support of their proposal, is to maintain that if the Arbitrator in the instant case rules on behalf of the District, layoffs will be allowed as a substitute for nonrenewals, discharges, and other forms of severe discipline under the master contract. They note that the Board has authority under the contract to non-renew or discharge a teacher. The adoption of the District's position with regard to layoff in the instant case will only allow an additional alternate for nonrenewal and discharge as we have stated below. Therefore, the Association urges the Arbitrator to adopt its position in the instant case. If the District did not have other more appropriate alternatives to the removal of ineffective and incompetent teachers, the situation might be different.

Another reason given by the Association in support of their proposal, is that it will foster greater labor peace within the Waupun School District. They suggest that by the sheer nature of the subjectiveness of such layoff determinations, there will be more arbitrations to resolve disputes. On the other hand, the Association's seniority based layoff proposal will eliminate the need for litigation in layoff situations.

Last, they argue that their seniority based layoff proposal is well supported by the layoff provisions in comparable school districts. For instance, based on their review of the Beaver Dam layoff language, Section B. 2. C., they believe it is virtually identical to the Association's proposal. This contract provision has a probationary period of two years and separates layoffs from nonrenewals. The Hartford UHS contract provision for layoff provides virtually the same procedure outlined in the Association's final offer in the instant case. Attrition is used first, followed by seniority based layoff. A lottery is then used to break ties of seniority. No further criteria for determination is cited in the Hartford contract language. The Oconomowoc contract provision for layoff directs Management to use certain objective steps in sequence to determine those persons who will be laid off. Step one provides for the application of normal attrition; step two provides for volunteers, if any, for layoff; step three provides if possible part-time employees shall be considered for layoff before full-time professional employees; and step four calls for the application of an objective matrix to determine a point total to determine layoff status. Step four further provides that "staff members with the least number of points will be laid off first." There are no other subjective criteria called for in the Oconomowoc layoff provision. The Watertown contractual provisions call for a seniority based layoff, but do allow that volunteers be sought by Management for layoff. Again, no additional subjective criteria are used to determine who shall be laid off from the Watertown School District. Finally, in reviewing the West Bend contract language, attrition is first applied, then a seniority based layoff system is applied, unless the Board determines for just cause reasons that seniority not be in the best interest of the School District program(s). Where teachers have equal seniority, the District uses contract issuance dates to break the tie. If that still results in two or more teachers having equal seniority, then and only then, does the School Board in West Bend have the right to select who shall be laid off.

2. The District

It is the position of the District that the layoff proposal of the Association to change the status quo, represents a substantial departure from prior language mutually agreed upon between the Parties which is not justified. They note with numerous citations, that Arbitrators are unwilling to change working conditions via a binding arbitration award in the absence of an affirmative demonstration of need by the moving party, and that the overwhelming weight of arbitral authority in Wisconsin holds that the burden of proof, with respect to establishing the need for any change, falls on the Party proposing the change. In line with these arbitral thoughts, the Party proposing new contract language must meet a two part test: (1) whether a legitimate problem exists which requires contractual attention, and (2) whether the proposal under consideration is reasonably designed to effectively address that problem. The District avers that the Association's case fails to establish either that a legitimate problem exists or that the WEA proposal reasonably addresses said problem.

In terms of bargaining history, the District notes that the prior layoff language was changed to the present language as the result of a Union proposal. The Union proposal was as follows:

"The remaining teachers to be laid off will be selected by the Board, taking into account, both on an individual basis and in comparison to other teachers, factors such as the individual teacher's length of service in the district, overall teaching experience, academic training, ability and performance as a teacher in the district as previously and currently evaluated by the appropriate administrators, assignment to co-curricular and other special activities and past and potential contribution to the educational program and the district.

"The remaining teachers to be laid off will be laid off in the inverse order of the employment of such teachers."

In response, the Board, in their view, to avoid the application of seniority as the sole criterion in a layoff, agreed to the present language as a compromise. They propose to retain the language. They do not believe the Association has demonstrated the need to change the language as there is no credible evidence on the record to demonstrate abuse of the application of the current agreement. In fact, in the seven years that this clause has been in effect in the District, there has been only one full layoff and two partial reductions from full-time to part-time status. This is hardly sufficient utilization of this clause to establish a pattern of action from which it may be inferred that some inequity would necessarily occur upon application of the current contractual language. Furthermore, there has been no evidence adduced on the record sufficient to prove that the evaluation forms or the method of evaluation utilized by the District in the layoff procedure, are inadequate or lack the objective specificity to be utilized as a tool in the layoff process. No grievances relative to inadequate evaluations were presented on the record. The District asserts that the evaluation forms will withstand the test should the District need to demonstrate the adequacy of its layoff decision-making process before any subsequent grievance arbitrators.

Next, they argue that the maintenance of the current language which retains criteria other than the "teachers seniority in his/her area of certification in the district," is requisite to the efficient and effective operation of the district. For instance, in the case of a teacher with dual certification, the Board would be able to afford that teacher consideration for the full length of service in the District prior to layoff rather than limited length of service within the area of certification. If a teacher had 20 years of total teaching experience in the district, the first 15 years teaching history and the last 5 years teaching social studies, the current layoff language would afford the Board the opportunity to recognize the full 20 years of that teacher's service in Waupun under the criteria "past and potential contribution" to the educational program. Under the Association's offer, since the teacher had not taught history within the last 3 years, the teacher would only be afforded 5 years of seniority in social studies. Any teacher of social studies with seniority in excess of 5 years could require the layoff of this teacher with 20 years of service. It is patently obvious that a literal reading of the seniority definition in the current Waupun agreement together with the WEA proposal herein effects a result completely opposite to the stated Association goal of job security for more senior teachers. This argument is based on the fact that under the definition of seniority contained in the Parties' agreement, a teacher is denied seniority for teaching assignments outside of their current assignment unless they had taught there within the prior three years. Thus, unless two teachers had identical seniority in their certification area, the Board would be prohibited from considering the prior service of a long-term employee in any layoff decision. The current language, on the other hand, allows a balancing of the competing interests of the Board and the employees so that a teacher's other certification and teaching experience can be taken into account.

In the opinion of the District, the impact of the Association's proposal to staff extra-curricular assignments must also be considered. At the foundation of this argument is: (1) that not every teacher has the qualifications and ability to manage, coach or direct a particular extra-curricular activity, and (2) that the ability of the District to assign qualified personnel to extra-curricular activities does not reach beyond the confines of the contracted teaching staff. Therefore, were the Association's lay-off provision to be accepted by the Arbitrator, the District would have no recourse should the layoff of the only qualified individual for the extra-curricular program be required. The Association's argument that the stipulations of the Parties allow the District to hire people outside the district simply holds no water. Once that critical teacher is on layoff status, the Board has no power of compulsion relative to extra-curricular activities even though their educational purpose is unquestionably valid. For these practical reasons alone, the Association's offer should be dismissed as totally without foundation on the record.

Next, they, like the Association, believe their language is supported by the comparables. They provide a detailed summary of the layoff language in the various Districts. Based on this, they contend that it is obvious that a significant number of the comparable districts have language which is similar to that voluntarily negotiated by the Parties. Since the Association's proposal only allows for consideration of criteria other than seniority if two teachers have identical seniority, it is highly unlikely that the Board would encounter a situation where teachers' other qualifications or abilities would be deemed relevant in a layoff decision.

C. HEALTH INSURANCE

1. The District

They note first, that the Board's health insurance proposal returns the language to the previous status quo voluntarily negotiated between Parties. Every prior contract between the Parties since 1975, except the expired 1981-83 agreement, specified the dollar amount to be contributed by the Board towards health insurance. Generally, these figures were expressed as an amount "not to exceed" a flat dollar amount. Each year, the Parties dutifully negotiated the increases in the health insurance as part of the total package. Given the extensive history behind the contractual expression specifying the fixed dollar amount in six consecutive contract years, it is not unreasonable for the Board to express its obligation to continue paying the full premium in terms of the real dollar cost as well as 100%. Moreover, their proposal that the Board's offer in this proceeding is intended to increase employee awareness and appreciation of the increasingly expensive health insurance benefit.

Next, they maintain that the Employer contributions toward health insurance in comparable districts compels adoption of the District offer herein. Based on their analysis of the contracts in the comparables, it is obvious to the Board that a majority of the district employers express their payment towards health insurance either as a flat dollar amount or as something less than 100%. Among the 21 employers used for comparable purposes, 11 of the contract provisions support the District herein. Finally, the information presented by the Association relative to the plan deductibles in the Wisconsin Little Ten Districts, demonstrates that Waupun has one of the lowest deductibles, which is a direct out-of-pocket employee cost. Therefore, external comparables with other district employers clearly favors acceptance of the District offer.

2. The Association

The Association fails to see the tie between the Board's proposal to insert the dollar amount in the contract with regard to health insurance premiums and voluntary cost containment. Further, there is no hard evidence that should the status quo language be maintained, that the cost of the health insurance benefit would return to obscurity as claimed by the District.

The comparables clearly support the continuation of the status quo language in the contract. An examination of association exhibit #73 shows that the 1984-85 health insurance rate of \$177.62 for family premium and \$69.08 for the single premium are the lowest with the conference comparables. Association Exhibit #74 shows the same conclusion with respect to the 1984-85 dental insurance rates. Although Waupun has one of the lowest deductibles, it should be noted from a close examination of Association Exhibit #75 that the \$25 deductible is shared by the Beaver Dam School District and the Watertown health insurance program requires no up-front deductible since they are participating in a health maintenance program.

The rates in other conference school districts are higher than the rates currently paid by the Waupun School District. Since rates in large part, are determined by actual usage of the benefit, one can conclude that the usage experience in Waupun is at a lower level than in comparable School Districts.

V. DISCUSSION AND FINDINGS

A. COMPARABLE DISTRICTS

After reviewing the evidence on comparable districts, the Arbitrator can appreciate the difficulty the Parties had agreeing on one set of comparables. The school district of Waupun is rather unique. While largely rural in nature, and removed from the sphere of influence of a major metropolitan area, it is also, by a wide margin, the largest school in its immediate area (save Beaver Dam).

The problem with accepting the Associations's group of comparables (the Athletic Conference) is that, while grouping somewhat similarly sized schools, it groups Waupun--largely rural and effectively out of the Milwaukee area labor market--with schools that are geographically proximate to the Milwaukee metropolitan area and thus, substantially influenced by the metropolitan regional economy. There is ample precedent, as evidenced in the District's briefs, for not adopting an athletic conference as the sole comparable group, when some schools are influenced by the markets of a major metropolitan area and others are not. This general principal has specifically been applied by Arbitrators to the Little Ten Conference.

While this Arbitrator has often in the past endorsed the use of the Athletic Conference for comparison purposes, as mentioned, Waupun and this athletic conference are unique. Not only is there a mix of dissimilar economic influences, but none of the schools in the Athletic Conference, as can be determined from this record, utilize the Athletic Conference as a sole comparable group. This is significant, because it is somewhat indicative of a collective wisdom among these various Parties that, due to a variety of reasons, each of the schools in the Athletic Conference is unique to the extent of necessitating a comparable group other than the Athletic Conference. In cases where this Arbitrator and others have endorsed the use of the Athletic Conference, the districts have been not only more homogenous than they are here, but there has been a history of the parties (to the dispute and the parties in the conference at large) utilizing the conference as the main comparable group. Here, neither factor is particularly present. Accordingly, these are several reasons why the Athletic Conference is not an entirely appropriate comparable group.

On the other hand, the Arbitrator has difficulty accepting the comparability groups offered by the District. This is because of those schools utilized by the District, Waupun is significantly larger. The larger size of these schools skews their comparability just as proximity to metropolitan Milwaukee skews the comparability of some of the Athletic Conference Schools. This difference in size is a valid basis to distinguish Waupun from many of the geographically proximate schools. The District's own arguments distinguishing Waupun from the Athletic Conference Schools is evidence of this. They argue that Waupun should not be comparable to the Athletic Conference because, among other factors, its FTE staff is 42% below and its pupil enrollment is 36% below the average in the conference. Similar relative differences exist between Waupun and many of the geographically proximate schools. For instance, Markesan, Green Lake, Horicon, Oakfield, Lomira, Mayville, Dodge Land, Hustisford and North Fond du Lac have less than half the FTE and enrollment of Waupun. Rosendale and Campbellsport are just barely half the size of the Waupun District based on these measurements. Thus, these districts are not entirely comparable.

The problem then is to find a comparable group which balances the factors of size, geographic proximity and economic base. Because of the uniqueness of Waupun, this is difficult. However, the Arbitrator believes, to the best extent possible, the following group of schools, taken as a whole, provides a mix which better balances the various factors of comparability than either the District's group or the Association's group:

	FTE	ADM
Beaver Dam	184.06	3,092
Berlin	84.75	1,656
Hartford UHS	91.91	1,656
Kewaskum	112.10	1,930
Ripon	104.15	1,727
Slinger	108.72	1,953
Watertown	195.76	3,262
Waupun	130.99	2,385

West Bend and Fond du Lac were excluded as primary comparables because they are both approximately three times the size of Waupun. Oconomowoc was excluded for similar reasons since it is nearly twice the size of Waupun. Moreover, Oconomowoc has the problem of being more proximate to the Milwaukee metropolitan area. Berlin and Ripon were included because they are also rural in nature and although smaller, they are not so small not to be considered comparable. Their inclusion also tends to temper the effect that Hartford and Watertown (both similar in size and members of the Athletic Conference) may produce by being somewhat proximate to the metropolitan area. Hartford, Kewaskum and Slinger were included

3. The FTE and enrollment for these schools, plus West Bend, Fond du Lac and Oconomowoc are as follows:

	FTE	ADM
Campbellsport	74.64	1,417
Dodge Land	48.80	760
Fond du Lac	368.34	6,605
Green Lake	31.30	394
Horicon	56.38	1,040
Hustisford	28.62	469
Lomira	44.86	854
Markesan	62.45	1,097
Mayville	65.97	1,086
North Fond du Lac	59.60	1,119
Oakfield	43.22	673
Oconomowoc	269.58	4,282
Rosendale	71.75	1,190
Waupun	130.99	2,385
West Bend	379.09	6,143

because they are similar in size, while being somewhat removed from Milwaukee. They cannot be discounted as primary comparables merely because they are in Washington county. Beaver Dam was included for obvious reasons. It is a member of the Athletic Conference, similarly sized, similar in economic make-up and contiguous. In addition, it is noted that all these districts are quite similar in terms of state aid per pupil, equalized value per member, school cost per pupil and full value tax rates.

B. SALARY SCHEDULE

The Arbitrator will first consider the offers based on an analysis of the benchmark increases, which would occur under each offer relative to the benchmarks in the settled schools which the Arbitrator deems to be comparable. In order to consider the 1983-84 offers, it is helpful to look at the differences at the benchmarks in 1982-83. Table A summarizes these differences.

TABLE A

1982-83

BENCHMARK DIFFERENCES

	BA Min	BA Max	MA Min	MA Max	Sched. Max
Average	13,328	19,913	14,961	23,471	24,928
Waupun	13,200	19,800	14,916	23,100	24,420
Difference (\$)	-128	-113	- 45	-371	-508
Difference (%)	-0.90	-0.56	-0.3	-1.5	-2

As can be seen, Waupun, in 1982-83, was very close to average in the comparable group at all the benchmarks especially at the BA Min, BA Max and MA Min. The difference was more at the MA Max and Schedule Max, but it certainly was not dramatic. This suggests that the more reasonable offer in 1983-84, is the one which best maintains this relationship.

The 1983-84 comparative benchmark analysis is reflected in Table B:

TABLE B

1983-84

BENCHMARK DIFFERENCES

	BA Min	BA Max	MA Min	MA Max	Sched. Max
Average	14,284	21,280	16,073	25,159	27,001
Board	14,000	21,000	15,820	24,500	25,900
Difference (\$)	-284	-280	-253	-659	-1,101
Difference (%)	-1.9	-1.3	-1.5	-2.6	-4
Association	13,960	21,324	15,775	24,919	26,315
Difference (\$)	-324	+ 44	-298	-240	-686
Difference (%)	-2.2	+0.2	-1.8	-0.9	-2.5

A review of this data reveals that erosion from 1982 differentials occurs at the BA Min, MA Min and Schedule Max under both offers. The erosion at the BA Min and MA Min is less under the Employer's offer than the Association's offer. This favors the District. However, the erosion under the District's offer is greater at the Schedule Max. This favors the Association's offer. At the MA Max and the BA Max the Association's offer results in modest improvement in differentials. However, this improvement is not as great as the erosion occurring under the Employer's offer. Moreover, the improvement is not necessarily unjustified. Therefore, the Association's offer is preferred at these benchmarks as well.

The offers for 1984-85, are more difficult to judge because only four of the schools in the comparable groups are settled. They are Hartford, Beaver Dam, Kewaskum and Watertown. One way to judge the reasonableness of the offers in 1984-85, is to isolate and compare the historical relationship between these four schools and Waupun. The Arbitrator calculated the historical differentials at the benchmarks (Table C) and the amount and percent increases at the benchmarks (Table D).

TABLE C
HISTORICAL DIFFERENTIALS AT THE BENCHMARKS

	BA Min	BA Max	MA Min	MA Max	Sched. Max
82-83 Average of <u>H-B-K-W</u> :	13,450	20,470	15,253	24,392	26,122
Waupun	13,200	19,800	14,916	23,100	24,420
Difference (\$)	-250	-670	-337	-1,292	-1,702
Difference (%)	-1.8	-3.2	-2.2	-5.2	-6.5
83-84 Average of <u>H-B-K-W</u> :	14,517	21,980	16,489	26,076	28,171
Board	14,000	21,000	15,820	24,500	25,900
Difference (\$)	-517	-980	-669	-1,576	-2,271
Difference (%)	-3.5	-4.4	-4.0	-6.0	-8.0
Association	13,960	21,324	15,775	24,919	26,315
Difference (\$)	-557	-656	-714	-1,157	-1,856
Difference (%)	-3.8	-3.0	-4.3	-4.4	-6.5
84-85 Average of <u>H-B-K-W</u> :	15,555	23,480	17,820	27,819	30,152
Board	15,000	22,500	16,950	26,250	27,750
Difference (\$)	-555	-980	-870	-1,569	-2,402
Difference (%)	-3.5	-4.1	-4.8	-5.6	-7.9
Association	15,000	22,913	16,950	26,775	28,275
Difference (\$)	-555	-567	-870	-1,044	-1,877
Difference (%)	-3.5	-2.4	-4.8	-3.7	-6.2

TABLE D
HISTORICAL DOLLAR AND PERCENTAGE INCREASES
AT THE BENCHMARKS BETWEEN
WAUPUN AND 1982/83 TO 1983/84 SETTLED SCHOOLS

	BA Min	BA Max	MA Min	MA Max	Sched. Max
Average	956(7.1)	1,367(6.8)	1,112(7.4)	1,688(7.1)	2,073(8.3)
Board	800(6.0)	1,200(6.0)	904(6.0)	1,400(6.0)	1,480(6.0)
Assoc.	760(5.7)	1,524(7.6)	859(5.7)	1,819(7.8)	1,895(7.7)

WAUPUN AND 1983/84 TO 1984-85 SETTLED SCHOOLS

	BA Min	BA Max	MA Min	MA Max	Sched. Max
Average	1,038(7.1)	1,500(6.8)	1,331(8.0)	1,743(6.6)	1,981(6.5)
Board	1,000(7.1)	1,500(7.1)	1,130(7.1)	1,750(7.1)	1,850(7.1)
Assoc.	1,040(7.4)	1,589(7.4)	1,175(7.4)	1,856(7.4)	1,960(7.4)

An analysis of Table C shows that the Board's offer in 1983-84, increases the negative differences present in 1982-83 between the Waupun district and those schools with 1984-85 settlements. However, these differentials remain stable in 1984-85. The Association's offer on a whole in 1983-84, results in a similar slide over the 1982-83 differential at the BA Min and MA Min. Their offer maintains approximately the same differential at the BA Max and Schedule Max and there is a slight narrowing of the still negative difference in 1983-84 at the MA Max. In 1984-85, the Association's offer results in the same negative differential as the Board's offer at the BA Min and MA Min. There is very slight, if any, improvement in the still negative difference at the BA Max, MA Max and Schedule Max.

Viewed from this perspective, the Association's offer is moderately preferred for 1984-85, because it maintains, for the most part, negative differentials in 1984, to a more reasonable degree than the Board's offer, which maintains the negative differentials at a higher and therefore, less reasonable level. This is so, in spite of the fact that the percent increase at the benchmarks under the Board's offer are closer to the average (see Table D). The fact that the benchmark's increases are closer to the Board's offer might seem to favor the Board, but ultimately it does not, because Waupun has been behind these schools and thus, larger percentage increases are needed simply to maintain reasonable dollar and percentage differentials.

In view of the above discussion, the Association's offer is preferred based on a benchmark analysis.

The Board also argues that their offer should be considered more reasonable because the Board's offer is closer to the average wage only and total package increases. The data for the comparable schools is as follows:

TABLE E

	<u>1983-84</u>		<u>1984-85</u>	
	<u>Wages</u>	<u>T.P.</u>	<u>Wages</u>	<u>T.P.</u>
Beaver Dam	7.84%	8.46%	8.271%	8.46%
Kewaskum	8.50%	9.30%	9.02%	9.50%
Hartford UHS	7.60%	8.87%	8.20%	8.07%
Watertown	7.70%	9.20%	7.922%	7.329%
Slinger	9.56%	9.87%	N/S	N/S
Berlin	5.44%	6.02%	N/S	N/S
Ripon	8.37%	8.20%	N/S	N/S
Average	7.86%	8.10%	8.30%	8.33%
<u>Waupun</u>				
Board	7.60%	8.70%	8.60%	8.50%
Difference (%)	-0.26	+0.6	+0.3	+0.2
Association	8.76%	9.80%	9.00%	8.80%
Difference (%)	+1.16	+1.1	+0.7	+0.53

While this data bears out the Board's assertion that their offer is consistent with other settlements measured on this basis, it is the Arbitrator's opinion that under the facts and circumstances of this case, the benchmark analysis deserves more weight. This is because the benchmark analysis clearly points out that there is a negative differential historically between Waupun and the comparables. Therefore, a larger total percentage increase is reasonable as it is necessary to keep up and avoid falling too far behind.

The Board also argues that the cost of living criteria supports their final offer, as it exceeds increases in the annual increases in the relevant Consumer Price Index. Additionally, they argue that the city and county settlements support their offer. While these criteria do in fact favor the District's offer in the Arbitrator's opinion, not as much weight should be given to these factors than should be given to the comparisons to other teachers. With respect to the cost of living, it has been stated many times that settlements with comparable employees in comparable communities are reasonably reflective of the appropriate weight to be accorded the cost of living. In connection with the city and county settlements, these settlements, as they involve employees with dissimilar skills, wages and working conditions, deserve much less weight than direct comparisons with employees doing the same work requiring the same skills under similar working conditions.

Having considered the issue of increases the last issue with respect to wages which must be considered, is the Association's proposal to modify the salary schedule. They propose to increase all 4% increments to 4.25% in 1984 and for 1983-84 combine steps 15 and 16. The difference between Step 14 and 15 is a 4% increment under their offer, whereas it was a 2% increment before.

Most relevant here, in the Arbitrators opinion, is the proposal to increase the number of steps. The Arbitrator is less concerned about the proposal to increase the value of the increments. This is because they are all equal; therefore, there is no concern that the schedule is being skewed. This is also because the appropriate weight relative to the comparables to be given to the increments is easily reflected in a benchmark analysis maximums. Thus, the increment aspect of the proposal is not, as the District suggests--"drastic."

Returning to the proposal to reduce the number of steps, this is more of a pure structural change and should be carefully considered apart from the economic value of the benchmark maximums. This is because apart from the maximums, the number of steps affects how long it takes a teacher to reach the maximum, thereby, over time affecting an employees total compensation.

A review of the available data for the comparable group suggests that the Association's proposal to reduce the number of steps is reasonable. For instance, the number of steps in the MA lane in Hartford, Beaver Dam and Watertown is 14, less than even the Association's proposal.

B. LAYOFF LANGUAGE

The recent history of the present language governing layoff is important to note from the outset. The present Article became part of the 1977-79 contract as the result of voluntary agreement. The previous language read as follows:

"The remaining teachers to be laid off will be selected by the Board, taking into account, both on an individual basis and in comparison to other teachers, factors such as the individual teacher's length of service in the district, overall teaching experience, academic training, ability and performance as a teacher in the district as previously and currently evaluated by the appropriate administrators, assignment to co-curricular and other special activities and past and potential contribution to the educational program and the district."

The Union, in negotiation for the 1977-79 agreement, made the following proposal:

"The remaining teachers to be laid off will be laid off in the inverse order of the employment of such teachers."

The present language was then adopted. However, it is very important to note that it was not the only language in the contract related to seniority and layoffs. Article XVI, (seniority) of that contract contained the following language:

"If two or more teachers who are to be laid off have identical seniority, the Board shall determine, in its sole discretion, which of those teachers shall be laid off utilizing all other criteria set forth in section 1(a) (2) of Article XIII."

Article XVI and Article XIII were subject of an arbitration involving the layoff of Patrick Braun. The Board of Arbitration was chaired by Arbitrator Joseph Kerkman. Mr. Kerkman held that, in view of Article XVI, seniority within certification was the controlling factor in layoffs. It is in this sense that the Association proposes a return to seniority based layoff.

In the negotiations for a successor agreement to the 1977-79, the Parties voluntarily deleted the language quoted above from Article XVI which Mr. Kerkman had found critical.

Article XIII was again the subject of arbitration in the "Hankes" layoff. Arbitrator Fleischli chaired the Board of Arbitration Board. He made several statements that were not only correct but relevant here:

"The gravamen of the dispute in this case centers upon the proper interpretation of Article XIII, Section 1 in light of the Kerkman award and the subsequent agreement to delete the critical sentence from Article XVI, Section 1 of the agreement. Thus, if the parties had simply agreed to continue to provisions of Article XIII, Section 1 and Article XVI, Section 1 without modification in the 1979-1981 and 1981-1983 agreements, the Kerkman award, which represented a reasonable accommodation of two potentially ambiguous and conflicting provisions, would appear to control the outcome of this proceeding. However, as the District correctly points out, the parties agreed in subsequent negotiations to delete the sentence which was deemed critical by the majority in the Kerkman award.

"It should be noted that the award stated that were it not for the presence of the sentence in question in Article XVI, Section 1, the Board's claim that the provisions of Article XIII, Section 1 are "clear and unambiguous" would be "more cogent." The decision does not state explicitly how the arbitration board would have interpreted Article XIII, Section 1. In the view of the undersigned, this is still a somewhat open question.

"We find that the parties knew, or should have known, that, by deleting the critical sentence from Article XVI, Section 1, they were removing the impediment to the "clear and unambiguous" argument then made by the Board. It does not require a resort to statements made at the bargaining table to reach this conclusion. However, the majority of the panel noted that the Board's arguments merely became "more cogent" and did not resolve the question now presented in this case.

"Reading the provisions of Article XIII, even without reference to the former working of Article XVI, Section 1, discloses two things in the view of the undersigned. First of all, it would appear that the District is correct in its contention that all three criteria are to be given some consideration in each layoff situation even though only one or two of the criteria may be controlling on a given set of facts. Secondly, by requiring that the three criteria be considered "in the following order" the parties have indicated that the three criteria are not of equal importance. Unlike the "hybrid" clauses referred to by the District in its brief, this clause includes words which would have to be rendered meaningless if they were not interpreted to indicate an order of priority. Because of the specific definition of seniority contained in Article XVI, it is not possible to accept the District's claim that these words merely related to the procedure to be followed. The concept of seniority, as defined in the agreement, is inseparable from the concept of certification and it would make no sense to place seniority before certification unless a substantive meaning was intended.

"For these reasons the undersigned has concluded that, under the provisions of Article XIII, Section 1, the District is entitled to consider all three criteria identified. The weight to be given each of the three criteria is lesser, as one progresses from the first to the third criteria. Contrary to the Association's position, it is not possible to interpret this clause to preclude the District from giving consideration to the second or third criteria, simply because there is some difference, no matter how small, between the seniority of the teachers being considered for possible layoff."

Thus, it is clear, based on Arbitrator Fleischli's analysis, as well as from the language itself, that while seniority deserves greater weight than other factors--due to the fact as Fleischli stated "by requiring that the three criteria be considered 'in the following order' the parties have indicated that the three criteria are not of equal importance." However, it is also clear that seniority is not controlling as it previously was, and the Board is entitled to give consideration to the second and third factors.

The Arbitrator believes this history is significant. It is especially significant that (1) the Parties through voluntary negotiations agreed to delete a clause or portion of a clause (Article XVI) which previously dictated a seniority with certification based layoff procedure in favor of the present language which does not, and (2) it is significant that there have been only two layoffs since the change (one partial and one full).

The Arbitrator believes these considerations are significant when viewed in light of the arbitral precedent that a Party proposing to change contract language bears the burden to demonstrate a need and support in the comparables. Ordinarily, this burden is substantial. It is the Arbitrator's opinion, that the burden is even greater when one Party is seeking to make a change which effectively returns language that they voluntarily gave up in previous negotiations. This is especially true when it involves a major item such as layoff. Great havoc would result if the Arbitrator's were not reluctant to reinstate language that Parties voluntarily agreed to drop a few short years before. If Arbitrators were prone to reinstate language, or its essential equivalent once dropped, Parties would be encouraged to make certain concessions to get a settlement merely to argue that it should be reinstated on an equity basis in a subsequent interest arbitration. This would do little to encourage honest bargaining, stability or voluntary solutions to the long term problems and issues facing Parties.

After considering the evidence and arguments, it is the Arbitrator's opinion that the Association has not justified its proposal to reinstate a seniority based layoff system. This conclusion is reached, generally speaking, for two reasons. First and most importantly, they have not, in view of the fact they voluntarily gave such a system up in 1980, demonstrated a great enough need to do so, and second, there is only partial support for their position in any districts they, or even the Board, believes to be comparable.

The only case to which the Association could point to in order to establish a need was the "Hankes" layoff. However, there is no evidence of abuse of the layoff language. It appears instead, that the Board was simply making assertions regarding the criteria that the layoff language clearly allows them to consider. Nor is there any evidence that the language is unworkable or is not satisfying in a reasonable way its mutually agreed upon intent. The Association also suggests the Fleischli interpretation placed the status of seniority based layoffs "in jeopardy." The Arbitrator disagrees that this is what placed seniority based layoffs in "jeopardy." This is not a situation where a proposal is being made to remedy a palpably erroneous interpretation of the contract. What placed seniority based layoffs in jeopardy was the fact--as noted in Fleischli's award--that the Association and the Board mutually agreed to alter Article XVI. Arbitrator Fleischli's interpretation of the language is simply a reasonable reading of that result and nothing else. This then, is not strong enough evidence to justify reversing a voluntary agreement of the Parties.

In terms of comparables, more schools have layoff provisions similar to the present language than provisions where seniority controls. For instance, the language in Beaver Dam, contrary to the assertions of the Association, is not a seniority based clause. While it says seniority will be given greater consideration than

any other single factor, it does not appear to limit the Board from considering other facts or combinations of factors. Other contracts allow Employer's to take into consideration factors other than seniority. Some of these considerations include program and extra-curricular needs. In this respect, there appears to be merit in the District's argument that they need some flexibility to consider this and the other factor spelled out in the present language. The language in West Bend, Ripon, Dodgeville, Green Lake, Mayville, Markesan, Rosendale, Oconomowoc, Watertown and Columbus also allow consideration of factors other than seniority, including, in many cases, extra-curricular assignments.

C. HEALTH INSURANCE

The Arbitrator, for several reasons does not see this issue as determinative or crucial. The dispute here, is whether the contract shall read that the Employer pay the "full premium" or whether they should pay a dollar amount, which in this contract and all previous contracts, was equivalent to the full premium. If there is a distinction between the two, the difference is slight. It is a little bit like an argument about which is more--six eggs, or a half dozen eggs.

Nonetheless, the Board as the Party proposing the change must demonstrate the need. The Arbitrator is not impressed that there is any compelling need. Moreover, the District is guilty of the same thing the Association is, namely seeking to regain something in arbitration that they recently gave up in voluntary negotiations. Thus, even though the issue is not on the whole a weighty one, the Association's offer is favored on this point.

D. CONSIDERATION OF THE OFFERS AS A WHOLE

It is apparent that both offers are unreasonable to some degree. The Board's offer is unreasonable because over two years it results in some slippage from the already negative historical differentials at the BA Max, MA Max and Schedule Max. The Association's offer is unreasonable because it attempts to reinstate substantive language voluntarily removed by the Parties without showing any need or consistent support in the comparables. Thus, in a certain respect the Arbitrator is in the position to determine which offer is more unreasonable.

On balance and considered in totality, it is the Arbitrator's opinion that the Association's offer is more unreasonable than the Board's offer. Generally speaking, this is because the Arbitrator believes that the negative implications of holding for the Association outweighs the negative implications of holding for the District on a long term basis.

There are negative implications of holding for the District. However, their impact is more temporary and more limited in substantive scope. This is not to imply that salaries are not important, or that it is insignificant that the teachers at the maximums do not keep pace with their historical differentials in the comparable group. It is to say that the slippage is not so dramatic that it outweighs the impact of the Association's layoff proposal. It also noted, that acceptance of the Board's offer has identical impact at the BA Base and MA Base. Additionally, the slippage at the maximums is tempered by the fact that Waupun has a longevity provision which several comparables do not. For instance: Berlin, Hartford, Kewaskum, and Watertown have no longevity provisions. This then, on a total compensation basis at the maximums, puts Waupun closer to the comparables than only the salary schedule would suggest.

It is also to say, that it is probably easier for the Parties to address the salary problems resulting in an award for the District than it would to deal with the problems resulting from an award for the Association which would insert the layoff language into the contract. Moreover, an award for the Association would shift the burden on layoff language to the District. At this point, this is a burden that should not be shifted because the Union has not demonstrated a need for change. Nor, is the District's offer on salary so unreasonable to allow the language issue to ride in on the coattails of the salary issue.

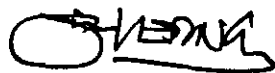
Nor, should the burden be shifted because on the merits of the proposition there is, based on the comparables, relatively more merit in the Board's position. This is not to imply that seniority within certification, is a wholly unreasonable concept. However, on balance at this point in time, the collective wisdom as exhibited by the comparables, favors language that instead of applying strict seniority allows for limited exceptions, especially where observance of straight seniority would create program coverage problems with the remaining staff. While the status quo language is not as explicit to this effect as the comparable language, the general intent is the same. This is borne out by the language which implies the factors are to be considered in order and thus, that the weight to be given to each factor diminishes in a similar order. This results in language much closer to the most prevalent form of layoff language. The most prevalent language codifies seniority as the most important fact, while carving out a narrow exception for program needs. In this respect, the Association's language fails to recognize that the District's need for a particular teacher goes beyond their area of certification. It would appear from Thompson's testimony, the District also intends to apply the language narrowly. Moreover, there is a safety valve under the present language in that the Association can challenge any abuse of the Board's discretion under the grievance procedure.

In summary, the negative implication of holding for the Board on salary and insurance is outweighed by the negative implication of holding for the Association on layoff language. Therefore, the Board's offer must be adopted.

VI. AWARD

The 1983-85 agreement between the School District of Waupun and the Waupun Education Association shall include the final offer of the School District and the stipulations of agreement between the Parties as submitted to the Wisconsin Employment Relations Commission.

Dated this 14th day of May, 1985, at Eau Claire, Wisconsin.



Gil Vernon, Mediator/Arbitrator

EXB3

RECEIVED

BD

JUN 18 1984

BOARD FINAL OFFER
SCHOOL DISTRICT OF WAUPUN

June 14, 1984

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1. Revise Article VII, 4.a., Health Insurance as follows

- a. Health Insurance: Each single person shall be eligible for single coverage and each head-of-family shall be eligible for family coverage of hospital-surgical-major medical and out-patient insurance. Effective July 1, 1983, the District will contribute up to \$170.58 per month family and up to \$65.12 per month single, which dollar amounts represent the full premium. Effective July 1, 1984, the District will contribute up to \$177.62 per month family and up to \$69.08 per month single, which dollar amounts represent the full premium. (Head of family is to be defined as married men or women, or widowed or single or divorced men or women with dependent children.) This insurance shall be optional by employee and such insurance benefit will be prorated according to length of service with 190 day contract earning twelve (12) months coverage. Coverage shall be at least equal to that as outlined in W.E.A. Trust Policy #690 Health and #253 Prescription Drug Program as of January 1, 1978. Insurance coverage may be extended to those on leaves of absence if requested and the premium paid in advance.

(Balance of "a", status quo.)

2. Revise Article VII, 4.e., Dental Insurance as follows:

10/3/84
OK - MW
OK - Y/m
10/3/84

- e. Dental Insurance: The Board shall make available a dental insurance plan as attached hereto. Either single or family coverage is available, subject to the requirements of the insurance carrier concerning eligibility and duplication of benefits. The District agrees to pay up to \$6.03 per month for single coverage and \$24.19 per month for family coverage. Effective April 1, 1985, the District will contribute up to \$_____ per month family and up to \$_____ per month single, i.e., the dollar amount which represents the full premium which is to be paid on behalf of eligible employees.

The District may, from time to time, change the insurance carrier if it elects to do so, if such change provides substantially equivalent coverage to that provided in the attached plan.

3. Revise Article VII, 7., Extra Compensation - Regular Teacher As Substitute Teacher as follows, effective July 1, 1984:

7. Extra Compensation - Regular Teacher as Substitute Teacher.

10/3/84
OK-HLO

BOARD
DROPS

OK-HLO
10/3/84

In the event regular teachers covered by this Agreement are used as substitutes on an emergency or volunteer basis, said teachers shall be compensated at the rate of Seven Dollars (\$7.00) for each full class period taught. (Class periods are defined as follows: Grades 9-12 - 60 minutes; Grades 7-8 - 51 minutes; and K-6 - 45 minutes.)

(Note: amount also to be revised as listed on Teacher Salary Schedule.)

4. Revise Article XVII Term of Agreement as follows:

1. The Agreement shall be in effect on July 1, 1983, and shall remain in effect through June 30, 1985.

10/3/84
OK-HLO

2. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.

OK-HLO
10/3/84

3. The Agreement is binding to both parties, signed by both parties, and can only be changed with the mutual consent of the Board and the Association as long as it is in force.

4. Negotiation Procedures: The timetable for negotiation of the new contract shall be as follows:

a. The Association will present its proposals and its rationale to the Board at a meeting to occur not later than January 30, 1985.

b. The Board will present its proposals and its rationale to the Association at a meeting to occur not later than February 15, 1985.

c. The above timetable may be amended subject to mutual agreement of the parties.

5. 1982-83 Reopener: Delete.

6. Teachers Salary Schedule: Revise as follows (see attached salary schedules):

Effective July 1, 1983 BA Base of \$14,000.

Effective July 1, 1984 BA Base of \$15,000.

(No change in 1981-83 schedule structure.)

7. Extra-Curricular Pay Schedule: Effective July 1, 1984, revise as follows:

Chaperoning/Supervision (per hr.) \$6.25

Ticket Sales (per hr.) \$6.25

Ticket Taking (per hr.) \$6.25

*UNION
KOB
10/3/84*
OK - HLO
*OK - HLO
10/3/84*

8. Sixth Class: (effective July 1, 1984)

\$520.00 per trimester.

\$780.00 per semester.

BONDO DEPS

*OK - HLO
10/3/84* *OK - HLO
10/3/84*

9. All other items as set forth in the parties' 1981-83 Agreement and the addendum thereto unless otherwise altered by stipulation of the parties.

Mark L. Olson

Mark L. Olson, Board Attorney

Lan- et- ter	Years of Training	Years Of Experience																
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
D	Bachelors	1.00 14000	1.04 14560	1.08 15120	1.12 15680	1.18 16520	1.22 17080	1.26 17640	1.30 18200	1.34 18760	1.38 19320	1.42 19880	1.46 20440	1.50 21000				
Da	Bachelors + 9 cr	1.02 14280	1.06 14840	1.10 15400	1.14 15960	1.20 16800	1.24 17360	1.28 17920	1.32 18480	1.36 19040	1.40 19600	1.44 20160	1.48 20720	1.52 21280				
Db	Bachelors + 20 cr	1.06 14840	1.10 15400	1.14 15960	1.18 16520	1.24 17360	1.28 17920	1.32 18480	1.36 19040	1.40 19600	1.44 20160	1.48 20720	1.52 21280	1.56 21840				
E	Half Masters	1.05 14700	1.09 15260	1.13 15820	1.17 16380	1.23 17220	1.27 17780	1.31 18340	1.35 18900	1.39 19460	1.43 20020	1.47 20580	1.51 21140	1.55 21700				
F	General Masters	1.11 15540	1.15 16100	1.19 16660	1.23 17220	1.29 18060	1.33 18620	1.37 19180	1.41 19740	1.45 20300	1.49 20860	1.53 21420	1.57 21980	1.61 22540	1.65 23100	1.69 23660	1.71 23940	1.73 24220
G	Masters	1.13 15820	1.17 16380	1.21 16940	1.25 17500	1.31 18340	1.35 18900	1.39 19460	1.43 20020	1.47 20580	1.51 21140	1.55 21700	1.59 22260	1.63 22820	1.67 23380	1.71 23940	1.73 24220	1.75 24500
H	Masters + 15 cr	1.16 16240	1.20 16800	1.24 17360	1.28 17920	1.34 18760	1.38 19320	1.42 19880	1.46 20440	1.50 21000	1.54 21560	1.58 22120	1.62 22680	1.66 23240	1.70 23800	1.74 24360	1.76 24640	1.78 24920
I	Masters + 30 cr	1.18 16520	1.22 17080	1.26 17640	1.30 18200	1.36 19040	1.40 19600	1.44 20160	1.48 20720	1.52 21280	1.56 21840	1.60 22400	1.64 22960	1.68 23520	1.72 24080	1.76 24640	1.78 24920	1.80 25200
J	Ph D	1.23 17220	1.27 17780	1.31 18340	1.35 18900	1.41 19740	1.45 20300	1.49 20860	1.53 21420	1.57 21980	1.61 22540	1.65 23100	1.69 23660	1.73 24220	1.77 24780	1.81 25340	1.83 25620	1.85 25900

\$355 for those teachers in the BA lanes at Step 15, and in the MA lanes at Step 19 and above.

Sixth Class - \$485 per trimester, \$730 per semester

Substitute teaching in place of preparation time - \$6.25 per hour

Lan- cette	Years of Training	Years Of Experience																
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
D	Bachelors	1.00 15000	1.04 15600	1.08 16200	1.12 16800	1.18 17700	1.22 18300	1.26 18900	1.30 19500	1.34 20100	1.38 20700	1.42 21300	1.46 21900	1.50 22500				
Da	Bachelors + 9 cr	1.02 15300	1.06 15900	1.10 16500	1.14 17100	1.20 18000	1.24 18600	1.28 19200	1.32 19800	1.36 20400	1.40 21000	1.44 21600	1.48 22200	1.52 22800				
Db	Bachelors + 20 cr	1.06 15900	1.10 16500	1.14 17100	1.18 17700	1.24 18600	1.28 19200	1.32 19800	1.36 20400	1.40 21000	1.44 21600	1.48 22200	1.52 22800	1.56 23400				
E	Half Masters	1.05 15750	1.09 16350	1.13 16950	1.17 17550	1.23 18450	1.27 19050	1.31 19650	1.35 20250	1.39 20850	1.43 21450	1.47 22050	1.51 22650	1.55 23250				
F	General Masters	1.11 16650	1.15 17250	1.19 17850	1.23 18450	1.29 19350	1.33 19950	1.37 20550	1.41 21150	1.45 21750	1.49 22350	1.53 22950	1.57 23550	1.61 24150	1.65 24750	1.69 25350	1.71 25650	1.73 25950
G	Masters	1.13 16950	1.17 17550	1.21 18150	1.25 18750	1.31 19650	1.35 20250	1.39 20850	1.43 21450	1.47 22050	1.51 22650	1.55 23250	1.59 23850	1.63 24450	1.67 25050	1.71 25650	1.73 25950	1.75 26250
H	Masters + 15 cr	1.16 17400	1.20 18000	1.24 18600	1.28 19200	1.34 20100	1.38 20700	1.42 21300	1.46 21900	1.50 22500	1.54 23100	1.58 23700	1.62 24300	1.66 24900	1.70 25500	1.74 26100	1.76 26400	1.78 26700
I	Masters + 30 cr	1.18 17700	1.22 18300	1.26 18900	1.30 19500	1.36 20400	1.40 21000	1.44 21600	1.48 22200	1.52 22800	1.56 23400	1.60 24000	1.64 24600	1.68 25200	1.72 25800	1.76 26400	1.78 26700	1.80 27000
J	Ph D	1.23 18450	1.27 19050	1.31 19650	1.35 20250	1.41 21150	1.45 21750	1.49 22350	1.53 22950	1.57 23350	1.61 24150	1.65 24750	1.69 25350	1.73 25950	1.77 26550	1.81 27150	1.83 27450	1.85 27750

\$355 for those teachers in the BA lanes at Step 15, and in the MA lanes at Step 19 and above.

Sixth Class - \$520 per trimester, \$780 per semester

Substitute teaching in place of preparation time - \$7.00 per hour

WAUPUN EDUCATION ASSOCIATION

ASSOCIATION FINAL OFFER

July 9, 1984

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JUL 10 1984

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

The following will constitute the final offer of the Waupun Education Association as of this date:

1. All provisions of the 1981-83 Collective Bargaining Agreement between the parties except as amended by the stipulations/tentative agreements previously made and the Association's amended final offer.
2. All stipulations/tentative agreements made by the parties during the bargaining/impasse towards the successor collective bargaining agreement between the parties.
3. Full retroactivity to July 1, 1983, except as otherwise stated herein.
4. Revise Article VII, 4, e. Dental Insurance as follows:
 - e. Dental Insurance: The Board shall make available a dental insurance plan as attached hereto. Either single or family coverage is available, subject to the requirements of the insurance carrier concerning eligibility and duplication of benefits. The District agrees to pay up to \$6.03 per month for single coverage and \$24.19 per month for family coverage. Effective April 1, 1985, the District will contribute up to \$_____ per month single and up to \$_____ per month family, i.e., the dollar amount which represents the full premium which is to be paid on behalf of eligible employees.

10/3/87
OK-HLO OK-HLO
10/3/87

The District may, from time to time, change the insurance carrier if it elects to do so, if such change provides substantially equivalent coverage to that provided in the attached plan.

5. Revise Article VII, 7. Extra Compensation -- Regular Teacher as Substitute Teacher as follows, effective July 1, 1984.

7. Extra Compensation -- Regular Teacher as Substitute Teacher

In the event regular teachers covered by this agreement are used as substitutes on an emergency or volunteer basis, said teachers shall be compensated at the rate of Seven Dollars and Twenty-five Cents (\$7.25) for each full class period taught. (Class periods are defined as follows: Grades 9-12 -- 60 minutes; Grades 7-8 -- 51 minutes; and K-6 -- 45 minutes.)

BOARD
RECEIVED
OK-HLO
10/3/87
OK-HLO
10/3/87

(Note: Amount also to be revised as listed on Teacher Salary Schedule.)

6. Revise Article XVII. Term of Agreement as follows:

1. The Agreement shall be in effect on July 1, 1983, and shall remain in effect through June 30, 1985.
2. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.
3. The Agreement is binding to both parties, signed by both parties, and can only be changed with the mutual consent of the Board and the Association as long as it is in force.
4. Negotiation Procedures: The timetable for negotiation of the new contract shall be as follows:
 - a. The Association will present its proposals and its rationale to the Board at a meeting to occur not later than January 30, 1985.
 - b. The Board will present its proposals and its rationale to the Association at a meeting to occur not later than February 15, 1985.
 - c. The above timetable may be amended subject to mutual agreement of the parties.
5. 1982-83 Reopener: Delete.

OK - *Alm*
10/3/84
OK - H10

OK - *Alm*
10/3/84
OK - H10

7. Teachers Salary Schedule: Revise as follows (see attached salary schedules):

Effective July 1, 1983 BA Base of \$13,960

Effective July 1, 1984 BA Base of \$15,000.

8. Extracurricular Pay Schedule: Effective July 1, 1984, revise as follows:

Chaperoning/Supervision (Per Hr.)	\$6.50
Ticket Sales (Per Hr.)	\$6.50
Ticket Taking (Per Hr.)	\$6.50

10/3/84
OK - MLO
10/3/84
OK - MLO

9. Sixth Class (Effective July 1, 1984):

\$530.00 per Trimester
\$800.00 per Semester

10/3/84
OK - MLO
10/3/84
OK - MLO
BOARD ACCEPTS

The following shall be effective July 1, 1984, for the 1984-85 contract:

10. Revise Article XIII, 1, a, (2). Lay Off and Recall as follows:

Amend subsection by deleting it in its entirety and substituting the following therefor:

(2) The remaining teachers to be laid off will be selected by the Board according to the teacher's seniority in his/her area of certification in the District as defined in this Agreement. In cases where two or more teachers have equal seniority, the Board shall take the following ordered factors into consideration when arriving at a just cause decision as to who shall be laid off.

- a) The teacher's area of certification and academic training;
- b) If certification and academic training are equal, the teacher's past and potential contribution to the educational and extra-curricular programs of the District, including the ability and performance of the teachers as evidenced by evaluations shall be considered.

Gary L. Miller

Gary L. Miller
UniServ Director

1982-83 WAUPUN ACTUAL TEACHER DISTRIBUTION

STEP	BA	BA 9	BA 20	HF MA	GN MA	MA	MA 15	MA 30	PHD	TOTAL
0.0	2.00	0.00	0.00	0.00	0.00	0.60	0.00	0.00	0.00	2.60
0.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.0	3.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
1.5	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
2.0	1.00	1.00	0.00	0.00	0.00	0.43	0.00	0.00	0.00	2.43
2.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.0	4.00	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	6.00
3.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.0	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
4.5	2.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
5.0	1.00	2.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	4.00
5.5	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
6.0	2.00	2.20	0.00	0.00	0.00	2.80	0.00	0.00	0.00	7.00
6.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7.0	1.00	1.00	2.00	0.00	0.00	1.00	1.00	0.00	0.00	6.00
7.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8.0	6.00	3.43	0.00	0.00	0.00	1.00	0.00	0.00	0.00	10.43
8.5	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
9.0	1.00	0.00	0.00	0.00	0.00	2.00	1.00	0.00	0.00	4.00
9.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10.0	1.00	0.00	0.00	0.00	1.00	1.00	0.00	0.00	0.00	3.00
10.5	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
11.0	0.00	1.00	1.00	0.00	0.00	3.71	1.00	0.00	0.00	6.71
11.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12.0	10.00	22.14	13.00	1.00	1.00	2.00	0.00	0.00	0.00	49.14
12.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13.0	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
13.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14.5	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
15.0	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00
15.5	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00
16.0	0.00	0.00	0.00	0.00	0.00	12.00	4.00	4.00	0.00	20.00
TOTAL	38.00	35.77	18.00	2.00	4.00	31.54	7.00	4.00	0.00	140.31

WAUPUN 1983-84 REVISED TEACHER DISTRIBUTION
(1982-83 Staff Rolled Forward as Defined*)

STEP	BA	BA+9	BA+20	HF MA	GN MA	MA	MA+15	MA+30	PHD	TOTAL
0.0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
0.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
1.0	2.000	0.000	0.000	0.000	0.000	0.600	0.000	0.000	0.000	2.600
1.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
2.0	3.000	0.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	4.000
2.5	1.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.000
3.0	1.000	1.000	0.000	0.000	0.000	0.430	0.000	0.000	0.000	2.430
3.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
4.0	4.000	1.000	0.000	1.000	0.000	0.000	0.000	0.000	0.000	6.000
4.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
5.0	2.000	2.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	4.000
5.5	2.000	0.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	3.000
6.0	1.000	2.000	0.000	0.000	1.000	0.000	0.000	0.000	0.000	4.000
6.5	1.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.000
7.0	2.000	2.200	0.000	0.000	0.000	2.800	0.000	0.000	0.000	7.000
7.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
8.0	1.000	1.000	2.000	0.000	0.000	1.000	1.000	0.000	0.000	6.000
8.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
9.0	6.000	3.430	0.000	0.000	0.000	2.000	0.000	0.000	0.000	11.430
9.5	1.000	0.000	0.000	0.000	0.000	2.000	1.000	0.000	0.000	4.000
10.0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
10.5	1.000	0.000	0.000	0.000	1.000	1.000	0.000	0.000	0.000	3.000
11.0	0.000	0.000	0.000	0.000	0.000	1.000	0.000	0.000	0.000	1.000
11.5	0.000	1.000	1.000	0.000	0.000	3.710	1.000	0.000	0.000	6.710
12.0	10.000	22.140	13.000	1.000	0.000	0.000	0.000	0.000	0.000	46.140
12.5	---	---	---	---	1.000	2.000	0.000	0.000	0.000	3.000
13.0	---	---	---	---	0.000	0.000	0.000	0.000	0.000	0.000
13.5	---	---	---	---	0.000	1.000	0.000	0.000	0.000	1.000
14.0	---	---	---	---	0.000	0.000	0.000	0.000	0.000	0.000
14.5	---	---	---	---	0.000	1.000	0.000	0.000	0.000	1.000
15.0	---	---	---	---	1.000	13.000	4.000	4.000	0.000	22.000
TOTAL	38.000	35.770	18.000	2.000	4.000	31.540	7.000	4.000	0.000	140.310

*1983-84 revised teacher distribution has a total of 16 steps with movement of FTE values on the 1982-83 actual teacher distribution as follows.

- Steps 0 - 8: All FTE teacher values advanced one full step.
- Steps 8.5 - 14: All FTE teacher values advanced one-half step.
- Step 14.5: All FTE teacher values remain at Step 14.5.
- Step 15 - 16: All FTE teacher values stay at or move back to Step 15.

		YEARS OF EXPERIENCE															
BRACKET LETTER	YEARS OF EXPERIENCE	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
D	BACHELORS	1.00	1.0425	1.085	1.1275	1.1875	1.23	1.2725	1.315	1.3575	1.40	1.4425	1.485	1.5275			
	BACHELORS + 9 Cr	1.02	1.0625	1.105	1.1475	1.2075	1.25	1.2925	1.335	1.3775	1.42	1.4625	1.505	1.5475			
Dh	BACHELORS + 20 Cr	1.06	1.1025	1.145	1.1875	1.2475	1.29	1.3325	1.375	1.4175	1.46	1.5025	1.545	1.5875			
	HALF MASTERS	1.05	1.0925	1.135	1.1775	1.2375	1.28	1.3225	1.365	1.4075	1.45	1.4925	1.535	1.5775			
E	GENERAL MASTERS	1.11	1.1525	1.195	1.2375	1.2975	1.34	1.3825	1.425	1.4675	1.51	1.5525	1.595	1.6375	1.68	1.7225	1.765
	MASTERS	1.13	1.1725	1.215	1.2575	1.3175	1.36	1.4025	1.445	1.4875	1.53	1.5725	1.615	1.6575	1.70	1.7425	1.785
G	MASTERS + 15 Cr	1.16	1.2025	1.245	1.2875	1.3475	1.39	1.4325	1.475	1.5175	1.56	1.6025	1.645	1.6875	1.73	1.7725	1.815
	MASTERS + 30 Cr	1.18	1.2225	1.265	1.3075	1.3675	1.41	1.4525	1.495	1.5375	1.58	1.6225	1.665	1.7075	1.75	1.7925	1.835
I	Ph D	1.23	1.2725	1.315	1.3575	1.4175	1.46	1.5025	1.545	1.5875	1.63	1.6725	1.715	1.7575	1.80	1.8425	1.885
		1.23	1.2725	1.315	1.3575	1.4175	1.46	1.5025	1.545	1.5875	1.63	1.6725	1.715	1.7575	1.80	1.8425	1.885
J		1.23	1.2725	1.315	1.3575	1.4175	1.46	1.5025	1.545	1.5875	1.63	1.6725	1.715	1.7575	1.80	1.8425	1.885

B-6

OK- #355
\$335 for those teachers in the BA lanes at Step 15, and in the MA lanes at Step 19 and above.

OK-
\$485

Sixth Class - \$485 per trimester, \$730 per semester

Substitute teaching in place of preparation time - \$6.25 per hour

10/3/84

WAUPUN 1983-84 ACTUAL TEACHER DISTRIBUTION

STEP	BA	BA+9	BA+20	HF MA	GV MA	MA	MA+15	MA+30	PHD	TOTAL
0.0	0.430	1.000	0.000	0.000	0.000	1.000	0.000	0.000	0.000	2.430
0.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
1.0	1.000	0.000	0.000	0.000	1.000	0.600	0.000	0.000	0.000	2.600
1.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
2.0	1.000	1.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	3.000
2.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
3.0	1.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.000
3.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
4.0	4.000	1.000	0.000	1.000	0.000	0.000	0.000	0.000	0.000	6.000
4.5	0.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.000
5.0	1.000	3.000	0.000	0.000	1.000	1.000	0.000	0.000	0.000	6.000
5.5	2.000	0.000	0.000	0.000	0.000	1.000	0.000	0.000	0.000	3.000
6.0	1.430	2.000	0.000	0.000	1.000	0.000	0.000	0.000	0.000	4.430
6.5	1.500	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.500
7.0	2.000	0.500	2.000	0.000	0.000	2.000	0.000	0.000	0.000	6.500
7.5	0.500	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.500
8.0	1.000	1.000	1.000	0.000	0.000	1.000	1.000	0.000	0.000	5.000
8.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
9.0	4.000	3.573	0.000	0.000	0.000	2.000	0.000	0.000	0.000	9.573
9.5	1.000	0.000	0.000	0.000	0.000	2.000	1.000	0.000	0.000	4.000
10.0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
10.5	1.000	0.000	0.000	0.000	1.000	1.000	0.000	0.000	0.000	3.000
11.0	0.000	0.000	0.000	0.000	0.000	1.000	0.000	0.000	0.000	1.000
11.5	0.000	1.000	1.000	0.000	0.000	3.710	1.000	0.000	0.000	6.710
12.0	8.000	20.783	12.000	1.000	0.000	0.000	0.000	0.000	0.000	41.783
12.5	---	---	---	---	1.000	2.000	0.000	0.000	0.000	3.000
13.0	---	---	---	---	0.000	0.000	0.000	0.000	0.000	0.000
13.5	---	---	---	---	0.000	1.000	0.000	0.000	0.000	1.000
14.0	---	---	---	---	0.000	0.000	0.000	0.000	0.000	0.000
14.5	---	---	---	---	0.000	1.000	0.000	0.000	0.000	1.000
15.0	---	---	---	---	1.000	11.000	5.000	4.000	0.000	21.000
TOTAL	30.860	35.856	17.000	2.000	6.000	31.310	8.000	4.000	0.000	135.026

WALPUN 1984-85 TEACHER DISTRIBUTION('83-4 STAFF ROLLED FORWARD)

STEP	BA	BA+9	BA+20	HF MA	GN MA	MA	MA+15	MA+30	PHD	TOTAL
0.0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
0.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
1.0	0.430	1.000	0.000	0.000	0.000	1.000	0.000	0.000	0.000	2.430
1.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
2.0	1.000	0.000	0.000	0.000	1.000	0.600	0.000	0.000	0.000	2.600
2.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
3.0	1.000	1.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	3.000
3.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
4.0	1.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.000
4.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
5.0	4.000	1.000	0.000	1.000	0.000	0.000	0.000	0.000	0.000	6.000
5.5	0.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.000
6.0	1.000	3.000	0.000	0.000	1.000	1.000	0.000	0.000	0.000	6.000
6.5	2.000	0.000	0.000	0.000	0.000	1.000	0.000	0.000	0.000	3.000
7.0	1.430	2.000	0.000	0.000	1.000	0.000	0.000	0.000	0.000	4.430
7.5	1.500	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.500
8.0	2.000	0.500	2.000	0.000	0.000	2.000	0.000	0.000	0.000	6.500
8.5	0.500	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.500
9.0	1.000	1.000	1.000	0.000	0.000	1.000	1.000	0.000	0.000	5.000
9.5	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
10.0	4.000	3.573	0.000	0.000	0.000	2.000	0.000	0.000	0.000	9.573
10.5	1.000	0.000	0.000	0.000	0.000	2.000	1.000	0.000	0.000	4.000
11.0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
11.5	1.000	0.000	0.000	0.000	1.000	1.000	0.000	0.000	0.000	3.000
12.0	8.000	21.783	13.000	1.000	0.000	1.000	0.000	0.000	0.000	44.783
12.5	---	---	---	---	0.000	3.710	1.000	0.000	0.000	4.710
13.0	---	---	---	---	0.000	0.000	0.000	0.000	0.000	0.000
13.5	---	---	---	---	1.000	2.000	0.000	0.000	0.000	3.000
14.0	---	---	---	---	0.000	0.000	0.000	0.000	0.000	0.000
14.5	---	---	---	---	0.000	1.000	0.000	0.000	0.000	1.000
15.0	---	---	---	---	1.000	12.000	5.000	4.000	0.000	22.000
TOTAL	30.860	35.856	17.000	2.000	6.000	31.310	8.000	4.000	0.000	135.026

		YEARS OF EXPERIENCE															
BRACKET LETTER	YEARS OF EXPERIENCE	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
D	BACHELORS	1.00 15000	1.0425 15638	1.085 16275	1.1275 16913	1.1875 17813	1.23 18450	1.2725 19088	1.315 19725	1.3575 20363	1.40 21000	1.4425 21638	1.485 22275	1.5275 22913			
	BACHELORS + 9 Cr	1.02 15300	1.0625 15938	1.105 16575	1.1475 17213	1.2075 18113	1.25 18750	1.2925 19388	1.335 20025	1.3775 20663	1.42 21300	1.4625 21938	1.505 22575	1.5475 23213			
	D _b BACHELORS + 20 Cr	1.06 15900	1.1025 16538	1.145 17175	1.1875 17813	1.2475 18713	1.29 19350	1.3325 19988	1.375 20625	1.4175 21263	1.46 21900	1.5025 22538	1.545 23175	1.5875 23813			
E	HALF MASTERS	1.05 15750	1.0925 16388	1.135 17025	1.1775 17663	1.2375 18563	1.28 19200	1.3225 19838	1.365 20475	1.4075 21113	1.45 21750	1.4925 22388	1.535 23025	1.5775 23663			
F	GENERAL MASTERS	1.11 16650	1.1525 17288	1.195 17925	1.2375 18563	1.2975 19463	1.34 20100	1.3825 20738	1.425 21375	1.4675 22013	1.51 22650	1.5525 23288	1.595 23925	1.6375 24563	1.68 25200	1.7225 25838	1.765 26475
		1.13 16950	1.1725 17588	1.215 18225	1.2575 18863	1.3175 19763	1.36 20400	1.4025 21038	1.445 21675	1.4875 22313	1.53 22950	1.5725 23588	1.615 24225	1.6575 24863	1.70 25500	1.7425 26138	1.785 26775
G	MASTERS	1.16 17400	1.2025 18038	1.245 18675	1.2875 19313	1.3475 20213	1.39 20850	1.4325 21488	1.475 22125	1.5175 22763	1.56 23400	1.6025 24038	1.645 24675	1.6875 25313	1.73 25950	1.7725 26588	1.815 27225
	H MASTERS + 15 Cr	1.18 17700	1.2225 18338	1.265 18975	1.3075 19613	1.3675 20513	1.41 21150	1.4525 21788	1.495 22425	1.5375 23063	1.58 23700	1.6225 24338	1.665 24975	1.7075 25613	1.75 26250	1.7925 26888	1.835 27525
I	MASTERS + 30 Cr	1.23 18450	1.2725 19088	1.315 19725	1.3575 20363	1.4175 21263	1.46 21900	1.5025 22538	1.545 23175	1.5875 23813	1.63 24450	1.6725 25088	1.715 25725	1.7575 26363	1.80 27000	1.8425 27638	1.885 28275
J	Ph D																

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\$355 for those teachers in the BA lanes at Step 15, and in the MA lanes at Step 19 and above.

Sixth Class - \$530.00 per Trimester, \$800 per semester

Substitute teaching in place of preparation time - \$7.25 per hour

WAUPUN SCHOOL DISTRICT

November 18, 1983

STIPULATION/TENTATIVE AGREEMENTS

1. Article VI, Working Conditions (Days and Hours), 3. Preparation Time:
Revise as follows:

"Each teacher in the District shall receive five (5) hours per week (per normal five-day week) for class preparation unless this time is contracted for other purposes. Whenever possible, this time shall be distributed equally over the week."

2. Article VII, Professional Benefits and Compensation, 9. Extra-Curricular Pay and Assignments: Delete paragraph d. Teacher's Consent, and replace with the following:

"d. Procedure for Assignment: In the event that the Administration is unable to secure qualified bargaining unit volunteers for an extra-curricular work assignment or assignments, the District may contract with person(s) outside the bargaining unit for the performance of such services.

"In the event the Administration is then unable to secure the services of qualified individual(s) from outside the bargaining unit for the extra-curricular portion(s) in question, the Administration may then make an involuntary assignment of the extra-curricular work to a qualified bargaining unit member. All such involuntary assignment(s) shall be to the least-senior qualified bargaining unit member(s).

"Employees once involuntarily assigned to a duty shall not be involuntarily assigned a second year until all qualified employees have been assigned. Such involuntary assignment shall continue to be on the basis of inverse seniority among qualified employees. No employee shall be assigned more than two involuntary extra-curricular work assignments per year."

[NOTE: The parties agree that the above language does not apply to supervisory activities such as chaperoning, ticket sales, ticket taking, which are paid on an hourly basis according to the terms of the Extra-Curricular Pay Schedule. Such hourly duties shall continue to be assigned in the manner in existence as of the date of this agreement.]

3. Article VII, Professional Benefits and Compensation, 8. Extra-Curricular Pay and Assignments: Revise e. Release From Assignment by adding the word "qualified" before the word "teacher," last line of the section.
4. Article VII, Professional Benefits and Compensation, 4. Insurance Coverage, d. Long-Term Disability Insurance: The District agrees to insert the appropriate dollar amount, which represents full LTD coverage for 1983-84, in the language of the current Agreement.

5. Permissive areas of the 1983-84 Agreement: The District agrees to withdraw its June 15, 1983 Petition for Declaratory Ruling and Supplemental Petition as a part of this Stipulation. The parties agree that the attached "Agreement" will govern the rights of the District regarding permissive areas of the 1982-83 Master Agreement, and Association proposals which may be offered in the future. The WEA agrees to withdraw its "impact" proposals dated June 27, 1983 and October 5, 1983.

Dated: November 18, 1983.

Richard A. Lata 12/1/83
Name Date
Norman R. Liden 12/1/83
Name Date

FOR THE WAUPUN EDUCATION ASSOCIATION

Wanda L. Lata 12/1/83
Name Date
Barry J. Finerman 12/1/83
Name Date

FOR THE WAUPUN SCHOOL DISTRICT

A G R E E M E N T

The Waupun School District (hereinafter referred to as the District) and the Waupun Education Association (hereinafter referred to as the Association) hereby enter into the following Agreement, as and for a complete settlement of their declaratory ruling litigation currently pending before the Wisconsin Employment Relations Commission [Waupun School District Case XVII, No. 31755, DR(M)-315]:

OK 12/1/83
MRS 12/1/83
OK
R.D.
12/1/83

1. Upon execution of this Agreement, the District will withdraw its Petition for Declaratory Ruling, dated June 15, 1983, which it filed in the above-referenced case.
2. The District will file no further Petition for Declaratory Ruling, with respect to the parties' negotiations for a successor collective bargaining agreement to the parties' 1983-84 collective bargaining agreement (covering the 1984-85 contract year), challenging any Association proposals, which are identical to provisions contained in the parties' 1983-84 collective bargaining agreement, as non-mandatory subjects of bargaining.
3. The Association recognizes the District's right to file a Petition for Declaratory Ruling, with respect to the parties' negotiations for a successor collective bargaining agreement to the parties' 1983-84 collective bargaining agreement (covering the 1984-85 contract year), challenging Association proposals, which differ from the corresponding provisions contained in the parties' 1983-84 collective bargaining agreement, as non-mandatory subjects of bargaining. This Agreement shall also apply to any other successor agreement between the parties after 1983-84.
4. The District reserves the right to challenge the permissive nature of existing contract provisions in the event legislation is enacted which would make existing contract provisions mandatory subjects of bargaining, as a matter of law. The parties agree that a Petition filed pursuant to this reserved right shall be considered timely and will not be challenged by either party on the basis of timeliness or any other procedural defect related to the District's right to file said Petition.
5. The results (with respect to the bargainability of contract provisions/proposals) of the resolution of any Petition for Declaratory Ruling filed as authorized herein, shall become operative at the time of the commencement of the parties' first contract negotiations following the resolution of the Petition for Declaratory Ruling. As used herein, "resolution" of a Petition for Declaratory Ruling shall mean either (1) a Declaratory Ruling issued by the Wisconsin Employment Relations Commission; (2) the withdrawal by the Association of a contract provision/proposal challenged as permissive by the District; (3) the Association's substitution of a new contract proposal/provision for a proposal/provision challenged by the District, which substitute proposal the District acknowledges to be a mandatory subject of bargaining; or (4) any combination of (1), (2), and (3).

This Settlement Agreement shall be effective simultaneous with the Waupun Education Association's acceptance of the November 18, 1983 tentative agreement.

Case XIX, No. 32117
MED/ARB - 2408
~~Wampun Education Association~~
~~Final offer~~ - Sixth Class Payment

Payment for Sixth Class Assignment shall be as follows:

Trimester: \$485
Semester: \$730

Note: payment amounts are to be included on the same page of the contract as the 1983-84 salary schedule.

AK LHK
12/1/83

OK - 12/1/83

MLO

OK ~~12/1/83~~
12-1-83

RAJ.

MES 12-1-83

December 1, 1983

TO: Waupun Board of Education

FROM: Waupun Education Association

RE: W.E.A. Position on "Escape Clause" as Presented in
Mark Olson Letter

The W.E.A. Negotiations Team will agree with the proposed "escape clause" contained in the 11/18/83 Mark Olson letter presented to the Association under the condition that the following be included between paragraphs 4 and 5:

"In the event the enactment of legislation results in the District's exercise of the reserved right referred to in the preceeding paragraph, the following agreements shall apply:

- (a) The collective bargaining agreement in effect between the parties at the time the District files a petition for declaratory ruling, as authorized herein, shall remain in effect and be enforceable for the entire term of that collective bargaining agreement.
- (b) All contract provisions challenged as permissive subjects of bargaining in a District petition for declaratory ruling, filed under the terms of this Agreement, shall continue and be enforceable in all successor collective bargaining agreements between the parties, by mutual agreement and/or stipulation pursuant to Wis. Adm. Code Section ERB 31.09, while the District's petition for declaratory ruling is being litigated and/or resolved."

se XIX, No. 32117
1/ARB - 2408

~~San Francisco Association~~

~~at-offer~~ - Extracurricular Pay Schedule (Chaperoning/Supervision, Ticket Sales,
Ticket Taking Hourly Pay)

following hourly rates shall be in effect for the 1983-84 contract:

Chaperoning/Supervision(Per hr) \$6.00

Ticket Sales(Per hr) \$6.00

Ticket Taking(Per hr) \$6.00

OK. 12-1-83
R.A.F.

MRS 12-1-83

OK 12/1/83

OK - MLO
12/1/83

ties.

6/27/83
OK-MCU
OK RAZ
6/27/83

SCHOOL DISTRICT OF WAUPUN
1983-84 SCHOOL CALENDAR

M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
AUGUST															
22	23	24	(25)	(26)											
29	30	31			1984										
SEPTEMBER					JANUARY					MAY					
			1	2	X	3	4	5	6		1	2	3	4	
X	6	7	8	9	9	10	11	12	13	7	8	9	10	11	
12	13	14	15	16	16	17	18	19	(20)	14	15	16	17	18	
19	20	21	22	23	23	24	25	26	27	21	22	23	24	25	
26	27	28	29	30	30	31				X	29	30	31		
OCTOBER					FEBRUARY					JUNE					
3	4	5	6	7			1	2	3					1	
10	11	12	13	14	6	7	8	9	10	4	(5)	6	7	8	
17	18	19	20	21	13	14	15	16	17	11	12	13	14	15	
24	25	26	X	X	20	21	22	23	24						
31					27	28	29								
NOVEMBER					MARCH					August 25 - Inservice A.M. August 25 - Teacher Workshop PM August 26 - Teacher Workshop - all day August 29 - First student day (full day) September 5 - Labor Day October 27 & 28 - WEA Convention (no school) November 11 - Parent Conference (no school) November 24 & 25 Thanksgiving Recess (no school) Dec. 26-Jan. 2 - Christmas vacation (no school) January 3 - School resumes January 20 - ½ inservice, ½ Teacher Workshop - (No school) February (?) ½ inservice, ½ parent convention (no school) March 9 - Northeastern Teachers Conv (no school) April 16-20 - Easter Vacation (no school) April 23 - School resumes May 28 - Memorial Day (no school) June 4 - Last student day unless there are inclement weather days to make up June 5 - Teacher Workshop					
	1	2	3	4				1	2						
7	8	9	10	(11)	5	6	7	8	(9)						
14	15	16	17	18	12	13	14	15	16						
21	22	23	X	X	19	20	21	22	23						
28	29	30			26	27	28	29	30						
DECEMBER					APRIL										
			1	2	2	3	4	5	6						
5	6	7	8	9	9	10	11	12	13						
12	13	14	15	16	X	X	X	X	X						
19	20	21	22	23	23	24	25	26	27						
X	X	X	X	X	30										

OK-MCU
PAID
HOLIDAY

OK-MCU
PAID HOLIDAY

OK-MCU
PAID
HOLIDAY

SCHOOL DISTRICT OF WAUPUN
1984-85 SCHOOL CALENDAR

*Approved by
the Board of Education
April 18, 1984
B.E. Thompson*

*OKed
4/25/84
R.A. Jelo*

M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
AUGUST					1985										
20	21	22	(23)	(24)											
27	28	29	30	31											
SEPTEMBER					JANUARY					MAY					
(3)	4	5	6	7	1	2	3	4				1	2	3	
10	11	12	13	14	7	8	9	10	11	6	7	8	9	10	
17	18	19	20	21	14	15	16	17	(18)	13	14	15	16	17	
24	25	26	27	28	21	22	23	24	25	20	21	22	23	24	
					28	29	30	31		(27)	28	29	30	31	
OCTOBER					FEBRUARY					JUNE					
1	2	3	4	5					1	3	4	(5)	6	7	
8	9	10	11	12	4	5	6	7	8	10	11	12	13	14	
15	16	17	18	19	11	12	13	14	15						
22	23	24	25	26	18	19	20	21	(22)						
29	30	31						25	26	27	28				
NOVEMBER					MARCH										
			1	2					1						
5	6	7	8	(9)	4	5	6	7	(8)						
12	13	14	15	16	11	12	13	14	15						
19	20	21	(22)	23	18	19	20	21	22						
26	27	28	29	30	25	26	27	28	29						
DECEMBER					APRIL										
3	4	5	6	7	1	2	3	4	5						
10	11	12	13	14	8	9	10	11	12						
17	18	19	20	21	15	16	17	18	19						
24	25	26	27	28	22	23	24	25	26						
31															
					29	30									
Aug. 23 - 1/2 day 1/2 day															
Aug. 24 - Teacher															
Aug. 27 - 1st Stu															
Sept. 3 - Labor D															
Oct. 25-26- Wea Con															
Nov. 9 - Parent															
Nov. 22-23- Thanksg															
Dec. 24-Jan. 1 - Ch															
Jan. 2 - School															
Jan. 18 - 1/2 day 1/2 day															
Feb. 22 - 1/2 day 1/2 day															
Mar. 8 - Northea															
Apr. 1-5 - Easter															

- Aug. 23 - 1/2 day In-service (no school all day)
1/2 day Teacher Workshop
- Aug. 24 - Teacher Workshop (no school)
- Aug. 27 - 1st Student day (full day)
- Sept. 3 - Labor Day (no school)
- Oct. 25-26- Wea Convention (no school)
- Nov. 9 - Parent Conference Day (no school)
- Nov. 22-23- Thanksgiving Recess
- Dec. 24-Jan. 1 - Christmas vacation (no school)
- Jan. 2 - School resumes
- Jan. 18 - 1/2 day In-service (no school all day)
1/2 day Teacher Workshop
- Feb. 22 - 1/2 day In-service (no school all day)
1/2 day Teacher Workshop
- Mar. 8 - Northeastern Convention (no school)
- Apr. 1-5 - Easter vacation (no school)
- Apr. 8 - School resumes
- May 27 - Memorial Day (no school)
- June 4 - Last student day (unless there are inclement weather days to make up)
- June 5 - Teacher Workshop

WAUPUN EDUCATION ASSOCIATION

May 23, 1984

STIPULATION OF THE PARTIES

1. The Association and the District will proceed with the current declaratory ruling case and obtain a decision from the Wisconsin Employment Relations Commission regarding Association right to grieve language. OK
OK HUC
 2. The provisions of Article VIII. Grievance Procedure, Sections 2.b., ~~4.c.~~, and 4.d., will remain without change during the 1983-84 contract and that said inclusion will not constitute a precedent or basis for arguing, in a subsequent mediation-arbitration proceeding, that the Association had voluntarily agreed to the continued inclusion of the language in any sense other than as part of a declaratory ruling settlement.
 3. There will be two reopener items stipulated for the 1984-85 school year. The Association will be allowed to negotiate concerning the matter of the filing of Association grievances and the Waupun School District will be permitted to reopen one language item. It is understood that there may be additional reopeners agreed to by the parties for the 1984-85 school year, but the two reopener items referenced herein will be guaranteed to and by the parties. *REGARDLESS OF THE OUTCOME OF THE PETITION FOR DECLARATORY RULING, THE ASSOCIATION WILL HAVE THE OPTION TO EXERCISE THE REOPENER. IF THE ASSOCIATION ELECTS TO REOPEN, THE BOARD SHALL HAVE THE SAME RIGHTS SHOULD THE ASSOCIATION ELECT NOT TO REOPEN, THERE WILL BE NO REOPENER PURSUANT TO THIS SECTION.* OK-HUC
- Dated: May 23, 1984

Richard A. Lala 5/23/84
Name Date

Mark L. Olson 5/23/84
Name Date

Linda J. Woff 5/23/84
Name Date

Barrett J. Emmens 5/23/84
Name Date

FOR THE WAUPUN EDUCATION ASSOCIATION

FOR THE WAUPUN SCHOOL DISTRICT

- 4 AS A RESULT OF THIS STIPULATION, THE PARTIES AGREE THAT THE MEDIATION-ARBITRATION PROCEDURE, OR SETTLEMENT, SHALL NOT BE DELAYED PENDING RESOLUTION OF THE DECLARATORY RULING BY THE WERC. OK--HUC